City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, February 14, 2023

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 23-82 Approve the Agenda for the Regular meeting of February 14, 2023, as presented or with amendments.

Attachments: 02-14-2023 Short Agenda ADA.pdf

MINUTES:

II.2(a) 23-83 Approve the Minutes for the Regular Meeting of September 27, 2022, as written or with amendments.

Attachments: 09-27-2022 Minutes ADA.pdf
EXHIBIT A-FY2023 Budget 2nd Public Hearing (9-27-22) FINAL_1.pdf
EXHIBIT B-PLANNING AND ZONING FEES.pdf
EXHIBIT C- Dixon Future Land Use Amendment_Revised_Map_9-3-22.pdf
EXHIBIT D-Resilient Cocoa presentation.pdf

II.2(b) 23-84 Approve the Minutes for the Regular Meeting of October 25, 2022, as written or with amendments.

Attachments: 10-25-2022 Minutes ADA.pdf
EXHIBIT A-Presentation by Councilwoman Koss.pdf
E-Comment from K. Lortie submitted for 10-25-22 Council meeting.pdf

III. AWARDS AND PRESENTATIONS:

III.1 23-87 Proclamation: Proclaiming the Month of February, 2023 as "Black History Month". (Mayor Blake)

Attachments: Black History Month 2023.pdf

III.2 23-103 Proclamation: Proclaiming "Stone Funeral Home 100 Years of Service to the City of Cocoa".

Attachments: Stone Funeral Home 100th Anniversary.pdf

IV. DELEGATIONS:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), and water and sewer customers (on matters related to the City's water and/or sewer system), may address the City Council under Delegations on items not on the printed agenda by filling out a speaker card.

Speaker cards are located outside the Council meeting room and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. CONSENT AGENDA:

V.1 23-66 Approve a Resolution Amending the FY2023 Budget, BAF 23-040-T, transferring a portion of the SLFRF funds allocated to an IT Server Upgrade (AR4SRV) to another Server Upgrade (AR23SH) and Fiber Ring Improvements (AR4NG), and also transferring allocated funds into the correct SLFRF Capital Account - Infrastructure and IT Hardware. Included in the Budget Amendment, is a Budget Transfer within the General Fund, from a Capital Hardware Account (IT23SH), to a Repairs and Maintenance Operating Account.

BACKGROUND:

The City Council previously approved ARPA funding for IT hardware in the amount of $283,265 and fiber optic construction in the amount of $121,000 as well as a capital purchase of $45,000 for a network server.

Cost estimates for project AR4RNG were gathered in 2020 utilizing the City's fiber optic contract with Danella Construction. Since the time of the estimates, the City's contract had expired, was rebid and is currently pending award. Based on the results of the RFP, fiber optic construction costs have increased anywhere from 30% to 100%+ on various items and components which would result in a budget shortfall for project AR4RNG. Additionally, it was determined that the City's capital purchase of the network server would be eligible for ARPA funding based on the contract that was utilized. The total cost of the server was $43,813.

Upon completion of project AR4SRV, there was a remaining project balance of $78,620. After moving the qualifying server purchase of $43,813 to new project AR23SH, there would a remaining balance of $34,807 in AR4SRV. This balance will be reallocated to project AR4RNG to help compensate for the expected increase in fiber optic construction costs. Additionally, the original budget allocation of $45,000 in capital IT Hardware for the server (project IT23SH) will be transferred to the operating Repairs and Maintenance account to cover higher than expected technology maintenance expenses.

City staff requests these budget amendment and transfers be approved by Cocoa City Council.

STRATEGIC PLAN CONNECTION:

n/a

BUDGETARY IMPACT:

2023 Budget Transfers # 23-040-T.
See the Attached Form for the Adjustments

PREVIOUS ACTION:

City Council previously approved ARPA project funding and FY23 CIP budget.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY2023 Budget, BAF 23-040-T, transferring a portion of the SLFRF funds allocated to an IT Server Upgrade (AR4SRV) to another Server Upgrade (AR23SH) and Fiber Ring Improvements (AR4NG), and also transferring allocated funds into the correct SLFRF Capital Account - Infrastructure and IT Hardware. Included in the Budget Amendment, is a Budget Transfer within the General Fund, from a Capital Hardware Account (IT23SH), to a Repairs and Maintenance Operating Account.

Attachments:
Budget transfer breakdown summary.jpg
BAF 23-040-T-IT-Fund Server Host CSLFRF (2-14-23) Agenda 23-66.pdf
Budget Resolution FY 2023- ADA Compliant.docx

V.2 23-67

To Approve Amendment #3 of Purchase Agreements to RFQ-17-16-COC, Continuing Service Agreements with DRMP, Inc. and Mead & Hunt, Inc. for Engineering Services for Design, Permitting, and Services During Construction of Utility Conveyance System Upgrades & Expansion.

Attachments:
Mead and Hunt Agreement.pdf
Hazen Sawyer Agreement.pdf
Bussen Mayer Agreement.pdf
Bussen Mayer assignment letter.pdf
Cocoa Transition Letter (BMEG).pdf
2nd Amendment RFQ No. 17-16-COC H&S.pdf
2nd Amendment to RFQ No. 17-16-COC DRMP.pdf
2nd Amendment to RFQ No. 17-16-COC M&H.pdf
3rd AMENDMENT FOR Mead and Hunt 1.24.23.pdf
Mead and Hunt Master Certificate.pdf
3rd Amendment DRMP.pdf
DRMP COI.pdf

V.3 23-88 Approve Danella Construction Corporation of Florida, Inc. and Morse Communications, Inc. as the selected vendors for award of Invitation to Bid ITB# B-23-05-COC, Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance. Authorize the City Manager to execute purchasing contracts with Danella Construction Corporation of Florida, Inc. and Morse Communications, Inc. in response to ITB# B23-05-COC.

Attachments:
- B-23-05-COC-A Fiber Optic Network Agreement.pdf
- B-23-05-COC-B Fiber Optic Network Agreement.pdf
- ITB B-23-05-COC Fiber Optic Network .pdf
- ITB Price Schedule.xlsx
- Danella Construction.pdf
- Danella Correction to Bid.pdf
- Morse Communications.pdf
- Group 4 Rev - Morse Pricing.pdf

V.4 23-96 To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making an Exemption to Competitive Purchase through Barney's Pumps, Lakeland, Florida for two (2) HOMA Submersible Pumps for Lift Stations 17 and 19; Approve Change Order #1 to Purchase Order #80427 with Barney's Pumps

Attachments:
- Barneys Auth Distributor Letter - Homa 2022.pdf
- Barneys Quote No. 1009472 $28090.00.pdf
- Barneys Quote No. 1006589 $13,067.pdf
- Barneys Quote No. 1006590 $13,788.pdf
- Barneys Quote No. 1007339 $14,045.pdf
- Resolution - Sole Source (Barneys Pumps).doc

V.5 Approval of the Requested Pay Plan changes for Fiscal Year 2023 and Approve a Resolution Amending the Fiscal Year 2023 Budget, BAF#23-039-A, allocating funds to new Divisions within the Growth and Economic Development Department, from the City Managers Department. (Administrative Services Director)

V.6 23-102 Announcement of Mayor Blake, Councilman Goins and Councilwoman Koss to Attend the Legislative Action Days from April 3, 2023 - April 5, 2023.

MULTI-YEAR CONTRACTS:

V.7(b) 23-37 To Approve Participation in a Multi-Year Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the HGAC (Houston-Galveston Area Council) National Cooperative Purchasing Contract No. TP07-18 Effective July 1, 2018 through June 29, 2021, Renewed Through June 30, 2023; To Approve a Resolution Amending the FY2023 Budget, BAF No. 23-038-IFT; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract

Attachments:
- HGACBuy Cocoa Participation Proof.pdf
- Original HGAC Agreement 12-13-11.pdf
- HGAC Amendment 2 Contract No. TP07-18 (Vortex) Exp 6-30-23.pdf
- Vortex - Proposal 2217395 FL Cocoa FY23 MH Lining.pdf
- Budget Resolution FY 2023- Vortex.docx
- BAF 23-038-IFT-UT-Fnd Vortex manhole lining (2-14-23) Agenda 23-37.pdf
- Vortex COI Exp 12-11-23.pdf
- TP07-18 Updated HGAC Contract (Votrex) - June 2018.pdf
- E-Verify Contractor Affidavit.pdf
- FULLY EXECUTED 2023 Standard Form for New Piggyback Contract TP07-18.

V.8(b) 23-38 To Approve a Multi-Year Piggyback Agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers Utilizing the Clay County Utility Authority Bid No. 18/19-A7 effective June 18, 2022 through June 18, 2024; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract

Attachments:
- PARTIALLY EXECUTED Standard Form for Piggyback Contract No. 18_19-A7.
- Insituform Proposal - City of Cocoa FY23 Scope of Work - CIPP Project _.pdf
- ITB 18-19-A7 Pricing Sewer Wetwell and Manhole Insituform.pdf
- Insituform COI Exp 7-1-23.pdf
- CCUA Fully Executed Contract.pdf
- ITB 18-19-A7 Sewer Wetwell and Manhole Insituform Second Renewal Fully Ex
- CCUA Bid Document & Specs.pdf

V.9(b) 23-80 Approve a Multi-Year Piggyback agreement with PFM Financial Advisors, LLC, Orlando, FL based on Contract No. 22-38BK with the City of Sarasota, FL. Authorize the City Manager to Execute Any Annual Renewal or Amendments.

Attachments: PARTIALLY EXECUTED Standard Form for Piggyback Contract No. RFP-22-38
fully executed PFM Financial Advisors 22-38BK.pdf
Packet_for_Bid_22-38BK 08-10-22.pdf

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VII.1 23-69 Approve the current Code Enforcement Lien Reduction for the property located at 24-36-32-27-*-3 & 24-36-32-27-*-5, the Code Enforcement Board recommended that the lien be reduced to $1,000.00, staff recommended it be reduced to cost $3,592.85. The Code Board reduced the amount to $1,000.00 with no discussion. Staff recommendation is $3,592.85.

Attachments: LR Application.pdf
Staff Report for Lien Reduction-Barfield.docx
Cost Affidavit Form -Barfieldxlsx.xlsx
BPA.pdf
Signed Board Order.pdf
Signed Fine-Lien.pdf

VII.2 23-70 Approve the current Code Enforcement Lien for the property located at 327 Belmont, be reduced to $960.55 as recommended by the Code Enforcement Board.

Attachments: LR Application.pdf
BCPAO Property Details.pdf
Staff Report for Lien Reduction-327 Belmont.docx
Cost Affidavit Form -327belmont.xlsx
NOV_06 Oct 22.docx
Finding of Fact CE-08-0436.pdf
Order Imposing CE-08-0436.pdf

VII.3 23-90 Consider the reappointment of Aldon Bookhardt to the Police Advisory Board through November, 2026.

Attachments: Police Community Relations Advisory Board Roster.pdf
02_06_2023 Intent to Reapply.pdf

VII.4 23-93 Consider the appointment of Barbie Thrower to the Police Advisory Board through November, 2026.

Attachments: PAB Roster.pdf
07_27_2022 Application.pdf

VIII. CITY BUSINESS:

VIII.1 23-68 Approve to terminate the Memorandum of Understanding (MOU) for the Intergovernmental Radio Communication Program 800 MHz Advisory Committee entered into on April 10th, 2018.

Attachments: CONSENT TO TERMINATE MOU for Intergovernmental Radio Communication
12.50-Advisory Group TerminationLetter.pdf
March22-2022_12.50MOUTermination.pdf
12_06_2022_ Memo in ref_ to Intergovernmental Radio System...pdf

IX. INFORMATIONAL AGENDA:

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

This is a public meeting. All interested parties may attend in person. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:
(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

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Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: if a person decides to appeal any decision made by the City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.
Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Applicants or representatives of recognized groups with special interests in a matter shall be limited to ten (10) minutes; and total debate on a single issue shall be limited to thirty (30) minutes. Only one presentation per person per item shall be allowed.

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This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review.

Legislation Details (With Text)

File #:	23-82	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	1/30/2023			**In control:**	City Council
On agenda:	2/14/2023			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of February 14, 2023, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02-14-2023 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 30, 2023
Agenda Date: February 14, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of February 14, 2023, as presented or with amendments.

BACKGROUND:

The City Council approves the agenda for all of its regular meetings at the beginning of such meetings.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council has approved its agenda for all regular meetings at the beginning of such meetings.

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of February 14, 2023, as presented or with amendments.

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: February 14, 2023
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of February 14, 2023. (23-82)

2. Minutes: (a) Regular Meeting of September 27, 2022 (23-83)
(b) Regular Meeting of October 25, 2022 (23-84)

III. Awards and Presentations:

1. Proclamation: Proclaiming the Month of February, 2023 as "Black History Month". (23-87). (Mayor Blake)

2. Proclamation: Proclaiming "Stone Funeral Home 100 Years of Service to the City of Cocoa". (23-103). (Councilmember Goins)

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except *Emergency items, Ministerial items, Quasi-judicial items, and*

Public Hearing items), may address the City Council under Delegations by filling out a speaker card.

Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Amending the FY2023 Budget, BAF 23-040-T, transferring a portion of the SLFRF funds allocated to an IT Server Upgrade (AR4SRV) to another Server Upgrade (AR23SH) and Fiber Ring Improvements (AR4NG), and also transferring allocated funds into the correct SLFRF Capital Account - Infrastructure and IT Hardware. Included in the Budget Amendment, is a Budget Transfer within the General Fund, from a Capital Hardware Account (IT23SH), to a Repairs and Maintenance Operating Account. (23-66). (Chief Information Officer)

2. Approve Amendment #3 of Purchase Agreements to RFQ-17-16-COC, Continuing Service Agreements with DRMP, Inc. and Mead & Hunt, Inc. for Engineering Services for Design, Permitting, and Services During Construction of Utility Conveyance System Upgrades & Expansion. (23-67). (Utilities Director)

3. Approve Danella Construction Corporation of Florida, Inc. and Morse Communications, Inc. as the selected vendors for award of Invitation to Bid ITB# B-23-05-COC, Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance. Authorize the City Manager to execute purchasing contracts with Danella Construction Corporation of Florida, Inc. and Morse Communications, Inc. in response to ITB# B23-05-COC. (23-88). (Chief Technology Officer)

4. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making an Exemption to Competitive Purchase through Barney's Pumps, Lakeland, Florida for two (2) HOMA Submersible Pumps for Lift Stations 17 and 19; Approve Change Order #1 to Purchase Order #80427 with Barney's Pumps. (23-96). (Utilities Director)

5. Approval of the Requested Pay Plan changes for Fiscal Year 2023 and Approve a Resolution Amending the Fiscal Year 2023 Budget, BAF#23-039-A, allocating funds to new Divisions within the Growth and Economic Development Department, from the City Managers Department. (23-101). (Administrative Services Director)

6. Announcement of Mayor Blake, Councilman Goins and Councilwoman Koss to Attend the Legislative Action Days from April 3, 2023 - April 5, 2023. (23-102). (Administrative Services Director)

(B) Multi-Year Contracts:

7. Approve Participation in a Multi-Year Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the HGAC (Houston-Galveston Area Council) National Cooperative Purchasing Contract No. TP07-18 Effective July 1, 2018 through June 29, 2021, Renewed Through June 30, 2023; To Approve a Resolution Amending the FY2023 Budget, BAF No. 23-038-IFT; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract. (23-37). (Utilities Director)

8. Approve a Multi-Year Piggyback Agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers Utilizing the Clay County Utility Authority Bid No. 18/19-A7 effective June 18, 2022 through June 18, 2024; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract. (23-38). (Utilities Director)

9. Approve a Multi-Year Piggyback agreement with PFM Financial Advisors, LLC, Orlando, FL based on Contract No. 22-38BK with the City of Sarasota, FL. Authorize the City Manager to Execute Any Annual Renewal or Amendments. (23-80). (Finance Director)

VI. Public Hearings:

None.

VII. Council Business:

1. Approve the current Code Enforcement Lien Reduction for the property located at 24-36-32-27-*-3 & 24-36-32-27-*-5, the Code Enforcement Board recommended that the lien be reduced to $1,000.00, staff recommended it be reduced to cost

$3,592.85. The Code Board reduced the amount to $1,000.00 with no discussion. Staff recommendation is $3,592.85. (23-69). (Chief of Police)

2. Approve the current Code Enforcement Lien for the property located at 327 Belmont, be reduced to $960.55 as recommended by the Code Enforcement Board. (23-70). (Chief of Police)

3. Consider the reappointment of Aldon Bookhardt to the Police Advisory Board through November, 2026. (23-90). (Administrative Services Director)

4. Consider the appointment of Barbie Thrower to the Police Advisory Board through November, 2026. (23-93). (Administrative Services Director)

VIII. City Business:

1. Approve to terminate the Memorandum of Understanding (MOU) for the Intergovernmental Radio Communication Program 800 MHz Advisory Committee entered into on April 10th, 2018. (23-68). (Fire Chief)

Multi-Year Contracts:

None.

IX. Informational Agenda:

None.

X. Reports:

XI. Adjournment:

XII. Notice To The Public:

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(1) https://tinyurl.com/s5e875r or

This Agenda may be Amended up until or at the Meeting

(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

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submitted at the time the item is added to the agenda. Matters may also be raised by the Council, City Manager or City Attorney under reports and acted upon by the City Council.

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This Agenda may be Amended up until or at the Meeting

Legislation Details (With Text)

File #:	23-83	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	1/30/2023			**In control:**	City Council
On agenda:	2/14/2023			**Final action:**	
Title:	Approve the Minutes for the Regular Meeting of September 27, 2022, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-27-2022 Minutes ADA.pdf EXHIBIT A-FY2023 Budget 2nd Public Hearing (9-27-22) FINAL_1.pdf EXHIBIT B-PLANNING AND ZONING FEES.pdf EXHIBIT C- Dixon Future Land Use Amendment_Revised_Map_9-3-22.pdf EXHIBIT D-Resilient Cocoa presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 30, 2023
Agenda Date: February 14, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular Meeting of September 27, 2022, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council approves the minutes of all its meetings following transcription.

RECOMMENDED MOTION:
Approve the Minutes for the Regular Meeting of September 27, 2022, as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

September 27, 2022

A Regular City Council Meeting was held on Tuesday, September 27, 2022, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 6:00 p.m.

Deputy Mayor Hearn provided the invocation and Commander Dovale led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Rip Dyal	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Tammy Gemmati, Administrative Services Director; Charlene Neuterman, Community Services Director; Samantha Senger, Asst. to the CM/PIO; Pat Dovale, Commander (PD); Rebecca Bowman, Finance Director; Jonathan Lamm, Fire Chief; Robert Beach, Chief Technology Officer; Bryant Smith, Public Works Director/Acting Growth & Economic Development Director; Lora Howell, Deputy Finance Director; and Erik Montgomery, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of September 27, 2022. (22-559)

2. Minutes: (a) Regular Meeting of August 9, 2022 (22-536)
(b) Regular Meeting of August 23, 2022 (22-537)

(c) Regular Meeting of September 13, 2022 (22-567)

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the Agenda for the Regular meeting of September 27, 2022, with the following amendments: Remove Item III.1, as this presentation will be moved to the October 11, 2022 Regular City Council meeting; Add Item VII.2, approving Resolutions No. 2022-099 & 2022-100 regarding Hurricane Ian; and to switch the order of Public Hearings VI.3 & VI.4.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

*** MOTION by Councilmember Koss; Seconded by Councilmember Goins, to approve the Minutes as follows: Regular Meeting of August 9, 2022 as written; Regular Meeting of August 23, 2022, with the following amendment, to add her name in the vote for VI.2 & VI.3 and Items VIII.1-VIII.5; and Regular Meeting of September 13, 2022, as amended to add her name to the vote for Items II.1 & II.2 (Scrivener's error, as Deputy Mayor Hearn's name was listed twice in all of these votes)**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

~~1. Presentation by Cocoa High School. (22-558). (Mark Carstens)~~

- **This was removed from the agenda and will be moved to the October 11, 2022 Regular City Council meeting.**

IV. Delegations:

Anita Gibson, Cocoa resident, spoke about the need for more police officers. She believed it would make people feel more comfortable when they go out. The City is not equipped and she asked that everyone look at the bigger picture. She further mentioned the need for a cold case unit and spoke on behalf of other parents going through the same thing. They want Cocoa to be a place to live, grow, and play.

Todd Riggs, Cocoa resident, spoke on the Consent Item V.4 regarding the Engineering Design of the Dixon Blvd. at Indian River Drive Water Quality and Resiliency Project. Mr. Smith explained the item and pointed out that the scope of the project is detailed in the agenda item.

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Budget Resolution amending the FY2022 Budget, BAF #2022-129-A in the amount of $131,349 for the purchase of 216 Oleander Street and 218 Oleander Street. (22-501). (Community Services Director)

2. Council Approval to Apply for the Firehouse Subs Grant to purchase police E-bikes. (22-546). (Chief of Police)

3 Authorize the City Manager to execute the Third Amendment to Existing Interlocal Agreement for Stormwater Education and Outreach between Board of County Commissioners of Brevard County, Florida, and the City of Cocoa. (22-553). (Public Works Director)

4. Approve Task Order #2022-29 for the Engineering Design of the Dixon Blvd. at Indian River Drive Water Quality and Resiliency Project using the Continuing Services Agreement with Mead & Hunt for Civil Engineering Services. The budgetary impact previously approved for this Task Order, will allow for the FY22 Budget to roll into FY23 and FY23 budgetary portion pending the adoption of the FY23 Budget. (22-560). (Public Works Director)

5. Approve Task Order 2023-28 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Maintenance at the Jerry Sellers Water Reclamation Facility; Pending Approval of the FY23 Budget. (22-565). (Utilities Director)

6. Approve the 2nd Amendment CentralSquare Solutions Agreement to execute the Optional Term 3 of the previously approved CentralSquare Solutions Agreement to provide NaviLine Public Administration applications. Allow the City Manager to approve the Purchase Order, Pending the Adoption of the FY23 Budget. (22-571). (Chief Technology Officer)

(B) Multi-Year Contracts:

7. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of CAL~FLO® Liquid Lime from Burnett Lime Co., Inc., Campobello, SC for FY2023; To Approve a One-Year Contract Agreement with Three (3) One-Year Renewals with 1) Matheson Tri-Gas, Inc., Irving, TX for Carbon Dioxide 2) Thatcher Inc., Deland, FL for the purchase of Ferric Sulfate 3) Allied Universal Corp., Miami, FL for Sodium Hypochlorite for both the Dyal WTP & Sellers WRF; To Approve a 2nd Amendment of a Piggy-Back Contract with the City of Oviedo, FL for Contract ITB 19-36 Harcros Chemicals, Inc., Kansas City, KS for the Purchase and Delivery of Fluoride; To Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Change Orders in an Amount not to Exceed the Total FY2023 Budget for Chemicals; Pending Approval of the FY2023 Budget. (22-475). (Utilities Director)

8. Approve Bid No. CS22-10-COC, Preventive Elevator Maintenance to Sapphire Elevator, Cape Canaveral, FL for Preventive Elevator Maintenance; To Approve a Multi-Year Contract with the option of two 12-month extensions, for a total of five (5) years, pending the approval of future budgets; To Authorize the City Manager to Execute the Contract, extensions, and amendments. (22-524). (Public Works Director)

9. Approve a purchase order with V.A. Paving Inc. in the amount of $295,128.05, plus a contingency of $4,871.95 for a total of $300,000, using the Second Amendment to the Piggyback Agreement with V.A. Paving, No. B-6-20-57, from August 22, 2022, through August 21, 2023, to resurface various stretches of roads throughout the City, pending the approval of FY 23 budget. (22-568). (Public Works Director)

10. Approve City Staff's vendor selection for award of RFQ# CS-22-02-COC, Workers' Compensation Actuarial Study for the City of Cocoa and authorize the City Manager to negotiate and execute a multi-year contract and subsequent renewals with AMI Risk Consultants, Inc. from October 1, 2022 to September 30, 2025 and any approved renewal terms in the contract. (22-569). (Administrative Services Director)

*** MOTION by Councilmember Dyal; Seconded by Mayor Blake, to approve the Consent agenda.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. (a) Approve Resolution 2022-089 adopting the Final Millage Rate of 6.4532 mills for the City of Cocoa Fiscal Year 2023 commencing on October 1, 2022 and ending on September 30, 2023, which represents an increase of 7.79% over the rolled-back rate of 5.9866.

Ms. Bowman provided a presentation[1] and advised that this was the second and final public hearing for the millage and budget. She explained that two resolutions would be approved. Ms. Bowman pointed out that this was essentially the same presentation that they had at the first public hearing but updated to include final numbers.

She noted that the City must have a balanced budget by October 1, 2022 and reviewed the millage rate.

The following public announcement was made:

- The City of Cocoa is the taxing authority
- The rolled-back rate is 5.9866
- The millage rate of 6.4532 is a tax increase of 7.79% as a percent change of the rolled-back rate
- The millage rate to be levied is 6.4532 which is the same as the current year tax rate

The Requested Action is as follows:

To Approve Resolution No. 2022-089, adopting the Final millage rate of 6.4532 mills. for the City of Cocoa, commencing on October 1, 2022 and ending on September 30, 2023.

Mayor Blake opened the hearing to the public. There being no response from the public, the public portion of the hearing was closed.

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins, to Approve Resolution 2022-089 adopting the Final Millage Rate of 6.4532 mills for the City of Cocoa Fiscal Year 2023 commencing on October 1, 2022 and ending on September 30, 2023, which represents an increase of 7.79% over the rolled-back rate of 5.9866.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

[1] EXHIBIT A: FY 2023 Budget Presentation/2nd Public Hearing

(b) Approve Resolution 2022-090 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2023 commencing on October 1, 2022 and ending on September 30, 2023. (22-561). (Finance Director)

Ms. Bowman provided a presentation on the budget and explained the FY 2023 proposed final budget and provided a FY 2023 General Fund Overview. She discussed funding sources in detail as well as other areas of the budget.

Ms. Bowman advised that this was the second part of the public hearing and shared the following public announcement:

- Public comment on 2nd public hearing for FY2023 Final Budget & CIP

The Requested Action is as follows:

To Approve Resolution No. 2022-090 adopting the Fiscal Year 2023 Final Budget & CIP for the City of Cocoa, for the Fiscal Year commencing October 1, 2022 and ending on September 30, 2023.

Mayor Blake opened the hearing to the public. There being no response, the public portion of the hearing was closed.

* **MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to Approve Resolution No. 2022-090 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2023 commencing on October 1, 2022 and ending on September 30, 2023.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Ordinance No. 13-2022/First Reading: An Ordinance of The City Council Of The City Of Cocoa, Brevard County, Florida, Repealing Appendix A, Zoning, Article Xx Of The Zoning Ordinance Of The City Of Cocoa; Repealing The Schedule Of Fees, Charges And Expenses To Be Paid To The City Upon Receipt Of Planning And Zoning Related Applications Contained Therein; Providing For The Adoption Of Future Planning And Zoning Fee Schedules By Resolution. (22-570). (Public Works Director/Interim Growth & Economic Development Director)

Assistant City Attorney Eick read Ordinance No. 13-2022 into the record, by title only, as follows and advised that this was this was the first reading of the ordinance.

ORDINANCE NO. 13-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, REPEALING APPENDIX A, ZONING,

ARTICLE XX OF THE ZONING ORDINANCE OF THE CITY OF COCOA; REPEALING THE SCHEDULE OF FEES, CHARGES AND EXPENSES TO BE PAID TO THE CITY UPON RECEIPT OF PLANNING AND ZONING RELATED APPLICATIONS CONTAINED THEREIN; PROVIDING FOR THE ADOPTION OF FUTURE PLANNING AND ZONING FEE SCHEDULES BY RESOLUTION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mr. Smith advised that this would provide a way to recoup fees when it comes to planning and administrative time. A slide was provided that showed the fees in detail[2]. This will come back for a second reading at the October 25, 2022 Regular City Council meeting.

Mayor Blake opened the hearing to the public. There being no response, the public portion of the hearing was closed.

* **MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to Approve Ordinance No. 13-2022 on First Reading.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consideration of Ordinance No. 11-2022/First Reading: a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, to change the Future Land Use Map designation of (1) parcel of real property totaling approximately 0.59 acres from City of Cocoa “Very Low Density Residential” to City of Cocoa “Medium Density Residential,” provided that the maximum density allowable shall be eight (8) dwelling units per acre. (22-582). (Public Works Director/Interim Growth & Economic Development Director)

Mayor Blake pointed out that this item went before the Planning & Zoning Board who recommended denial of the item.

Assistant City Attorney Eick read Ordinance No. 11-2022 into the record, by title only, as follows and advised this was the first reading.

ORDINANCE NO. 11-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL

[2] EXHIBIT B: Slide regarding Planning & Zoning Fees

OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 0.59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE DESIGNATION OF THE REAL PROPERTY FROM VERY LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL, PROVIDED THAT THE MAXIMUM DENSITY ALLOWABLE SHALL BE EIGHT (8) DWELLING UNITS PER ACRE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

Assistant City Attorney Eick further noted that there is information in the staff report about concerns that were voiced by citizens at the Planning & Zoning Board meeting.

Mr. Greenwood spoke as the applicant on behalf of the properties and expanded on the concerns from Planning & Zoning Board meeting.

Assistant City Attorney Eick advised that while this was denied by the Planning & Zoning Board, they did not determine which criteria were not met. She stressed that the Council should not follow the Planning & Zoning Boards denial without identifying criteria.

Mayor Blake clarified that they should cite and approve or deny the item based on the criteria in the staff report. Assistant City Attorney Eick stated they would need to apply the criteria if they decide not to approve this item.

Mayor Blake spoke about the time limit for public hearings and advised the information was on the back of the short agenda.

Mr. Smith provided a brief overview[3] of the property itself and noted it was the Dixon Boulevard Small-Scale Comp Plan Amendment (four-plex). He reiterated the request and what the process would be if approved. A location map was shown as well.

The current land use is very low density residential and the proposed is medium density residential. He provided the current FLUM map which showed the properties around the said location.

Mr. Smith provided a summary of the Comprehensive Plan Amendment analysis and he shared that there is no budgetary impact to the City. Additionally, staff has

[3] EXHIBIT C: Dixon Blvd. Presentation (4-Plex)

found that the amendment is compatible with the surrounding neighborhoods and land use.

Mr. Smith spoke in furtherance on the item and reiterated the Planning & Zoning Board's action. Staff recommends approval of the first reading of the ordinance.

Councilmember Koss questioned the density and discussion was held on that issue. In response to her questions, Mr. Smith stated that there would be a maximum of four units.

Additionally, Assistant City Attorney Eick explained that this ordinance included that there could only be eight dwelling units per acre.

Councilmember Koss further spoke about the density on the surrounding block. In response, Mr. Smith stated that low density was seven units per acre and very low density is four units per acre. Councilmember Koss noted that she was not as alarmed by this being a four plex as she was the medium density.

She advised that during the Consent agenda tonight an item was approved that was a part of the stormwater plan. The project includes the installation of a baffle box and the road will also be elevated in this area. She pointed out that this property was at the bottom of a hill.

Councilmember Koss provided a slide[4] and stated that in 2019 the City adopted a Resiliency Plan. The Central Florida Regional Planning Agency did an analysis and three areas were identified. She showed a map of the properties and stressed that Dixon and Indian River Drive was the most affected.

She felt that if the density was changed to medium density it would make the property more vulnerable to storm surge and sea level rise. It would also become a burden to tax payers in the future. Properties like this one are being bought by FEMA so that there is not a chance of flooding or other major issues in the future.

Deputy Mayor Hearn asked if this would set a precedent for surrounding properties in the future if medium density was approved, or would it be limited to eight dwelling units per acre. In response, Mr. Smith advised that each application would be evaluated independently.

Assistant City Attorney Eick further noted that this amendment has to be compatible with surrounding neighborhoods and land use, so you would look at that in terms of compatibility and surrounding land use pattern. Mayor Blake asked

[4] EXHIBIT D: Slide provided by Councilmember Koss

if that still included the thirty-five feet height. Mr. Smith noted it would stay at thirty-five feet for both of the zoning categories, as it was the maximum height for both.

Deputy Mayor Hearn further voiced his concern that this would over-shadow other properties on Indian River Drive. Mr. Smith added that he was not sure of the height of the properties immediately adjacent to the property.

Deputy Mayor Hearn asked if there was any evidence of natural wells or springs on this property. Mr. Smith noted from an engineering perspective that information would be found during geo-technical reviews, etc., but he is not aware of anything on this property.

Councilmember Koss noted the property is not directly across from the apartment building, it is on the hill. What is directly across from the property is undeveloped, but east, west, and north are all single-family residence or vacant properties.

Councilmember Goins noted that he would like to hear from the public and noted that Mr. Greenwood has provided a packet with an engineering report.

Mayor Blake opened the hearing to the public.

Aleck Greenwood, applicant and Cocoa resident, spoke on behalf of the item. He stated that a lot of statements that were made were incorrect and provided a packet of information to all Councilmembers.

He pointed out that there was a lot of information in the packet but the first page included the information from the engineering company. He felt that would clarify a lot of concerns.

Mr. Greenwood further noted that this came along in 2012 and that this would be going west on Dixon Boulevard. There would be no changes on Indian River Drive. He mentioned the other issues such as drainage and wildlife and showed the location of an artesian well on the property.

He believes that this will help to enhance the area. He understands that people do not want change but this is a piece of property that would generate taxes for the City. Furthermore, the development would have to be blended with what is already on Dixon Boulevard and they do not want modern. He noted that many who have voiced concerns are ½ mile north of the property. Additionally, most of the nine items that were brought up have been addressed.

Mr. Greenwood stated that information was put out that it would be fifteen units and believed that brought a lot of negativity to this project. There was so much

misinformation that it caused a Planning & Zoning board member to resign. He wants to follow the guidelines and believes it would be beneficial to the area.

Discussion was held about the retention on the property as well as the stem-wall and curbs and gutters.

Frank Manfredi, Cocoa resident, owns Dixon Cottage. This was built by the Dixon family 131 years ago and they are not in favor of the zoning change, as this was located behind their property. He stated the following reasons as to why they are not in favor: 1) more water flowing into their lot; 2) the zoning change would cause a domino effect and other developers would want to do the same; 3) believes there are serious artesian water flow problems. He further asked if the State could conduct a study on the artesian water flow problem.

Mayor Blake spoke about the water run-off and Mr. Smith assured him that all of this would be looked at during the site plan review process.

Donna Manfredi, Cocoa resident, read a statement from the property owner next to them, by the last name of Claytor.

Tank Sherman, Cocoa resident, is aware of several water problems in the area. He is opposed to changing anything away from single family. He believed that aesthetically and the history of the area is amazing. He asked if he could add eight units on his property and the Assistant City Attorney stated that any request for future land use would have to be applied for and come before council and she could not predict the outcome.

Williams Coates, Cocoa resident, asked how the City and Mr. Greenwood would deal with the water that is already standing. This is a major concern of his as the water has to go somewhere. The side of his street is unique and charming and he feels like these developments will turn that area into something else. He does not want a lot of development, not just for personal reasons but water issues as well.

Todd Riggs, 1629 N. Indian River Drive, lives about ½ mile away from the development. He provided a slide with the location map. He showed other properties and how they have changed hands recently. He believes there will be water impact on the property and would like to preserve Cocoa's character.

Mayor Blake asked for clarification on the water flow. Mr. Smith reiterated once again, that when the site plan comes forward they have to meet the requirements, etc.

Further discussion was held on the property, the Riverwalk subdivision, and mowing of the property. Mr. Smith clarified that the stormwater easement that runs

behind the properties that is the City's responsibility is not associated with that but more of the S. Indian River Circle property. Mr. Smith noted it was wetlands.

Jennifer Riggs, Cocoa resident, quoted an article from Southern Living Magazine where Cocoa was mentioned. She urged Council to vote against the FLUM and density change. She felt the apartments would set a precedent and that would not be good.

Frank Sullivan, Cocoa resident, felt that this was not the way you keep old Florida looking up and down Indian River Drive. He agreed that the water situation needed to be dealt with and they will end up losing this whole area to multi-family. Council needed to think twice about changing the zoning.

Councilmember Goins confirmed with Mr. Smith that no matter what type of dwelling unit was on the property there would still be water issues. In response, Mr. Smith stated the Comp Plan has to change first in order for the zoning to change, but you will still be dealing with stormwater issues.

Joseph Bachand, Cocoa resident, spoke about the location of his own home. He noted it was clear that the property was a swamp and is wet. The water flows freely there and there will be issues. Single Family homes are what are consistent along Indian River Drive. He knows that environmental issues are expensive but they should not create more.

Roger Naumann, Cocoa resident, believes a little more work needed done in order to help Mr. Greenwood and the zoning. He wanted to ensure it is fair for everyone in the future.

Mayor Blake closed the public portion of the meeting.

* **MOTION by Councilmember Goins; Seconded by Councilmember Dyal, to Approve Ordinance No. 11-2022 on First Reading, with discussion.**

Councilmember Goins asked about the existing storm structure on Dixon Boulevard and if it was damaged. Mr. Smith stated he was not aware but would check on it.

Deputy Mayor Hearn advised that this in his district and he reiterated why the item came before Council. He is not finding any reason to deny this item.

Councilmember Koss listed the following reasons as to why she will vote against this item: #3; #6; #7; #9.2; and #9.2.1, as stated in the agenda item.

Deputy Mayor Hearn hears her concerns and appreciated them but reiterated that if a site plan is submitted there are requirements that must be followed. He also

does not know how this will impact Indian River Drive if the project is on Dixon Boulevard.

Councilmember Goins agreed with the Deputy Mayor and stated that the property was holding water because there was nowhere for it go to. There are things that will have to be done but he is confident in the project because the Code states he has to maintain his own water.

Councilmember Koss advised that maintaining stormwater is the rule that he has to follow but her biggest concern was the zoning and the precedent being set. She reiterated her initial discussions with staff regarding the zoning and feels that this will open pandoras box to one of the only green spaces in the area.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Dyal

NAYES: Koss

THE MOTION CARRIED (4-1)

4. Consideration of Ordinance No. 12-2022/First Reading: a citizen initiated Zoning Map amendment consistent with the requirements of Code of the City of Cocoa (Code) Article XXI, Section 1, to change the zoning designation of a parcel of real property totaling approximately 0.59 acres from “Residential Estate District” (RE) to “Multiple-Family Dwelling District” (RU-2-15). Brevard County Parcel/ ID No. 24-36-21-BM-*5. (22-580). (Public Works Director/Interim Growth & Economic Development Director)

Assistant City Attorney Eick read Ordinance No. 12-2022 into the record, by title only, as follows and advised that this was the first reading of the ordinance.

ORDINANCE NO. 12-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, APPROXIMATELY 0.59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT “A” ATTACHED HERETO, FROM RE (RESIDENTIAL ESTATE) TO RU-2-15 (MULTIPLEFAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT

ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mr. Smith noted that this was a repeat of the prior item but now the zoning had to be provided. There is no budgetary impact and by approving this use they would match what is required by the Comp Plan.

He advised that the Planning & Zoning Board did deny this based on the denial of the Future Land Use.

Assistant City Attorney Eick explained the reasonings as to why this ordinance was necessary.

Mayor Blake opened the hearing to the public.

Jennifer Riggs, Cocoa resident, confirmed that there was no way for Council to vote against this item given that the FLUM has been changed. She felt that Dixon Boulevard was an integral part of the Indian River Drive community. This is a part of the neighborhood and part of the experience and she believed they were moving in the wrong direction.

Frank Sullivan, Cocoa resident, was disappointed in Council and believed they should disband the Planning & Zoning Board because Council is not listening to the board.

Joseph Bachand, Cocoa resident, mentioned that a lot has been said about the multi-use facility on Dixon Boulevard. He felt this was a decision that should be deliberately made.

Celeste Corrado, Cocoa resident, could not believe that Council was not looking at the best interest of citizens and staff and questioned Council's objectivity.

Aleck Greenwood, Cocoa resident and applicant, stated that this was not an apartment building as it was being referred to. He would not put a project in that people would be disappointed with. Additionally, he is going to live there and will also address the water issues. He wanted everyone to realize he was not cutting corners as he received an award from the State for one of his properties in the Village.

There being no further response, the public portion of the hearing was closed.

* **MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to Approve Ordinance No. 12-2022 on First Reading.**

AYES: Hearn, Dyal, Goins

NAYES: Blake, Koss

THE MOTION CARRIED (3-2)

VII. Council Business:

1. Consider Ms. Verna Hughes, 1st Alternate member on the Code Enforcement Board, to fulfill the unexpired term of Ms. Kimberly Curtis through June, 2024. (22-574). (Administrative Services Director)

*** MOTION by Councilmember Goins; Seconded by Councilmember Koss, to approve the appointment of Verna Hughes, 1st Alternate member on the Code Enforcement Board, to fulfill the unexpired term of Ms. Kimberly Curtis through June, 2024.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve Resolution No. 2022-099 Declaring a State of Emergency and Resolution No. 2022-100 regarding Hurricane Ian. (City Manager)

City Manager Whitten advised that these Resolutions are necessary due to the current declaration by the Governor due to Hurricane Ian. They are necessary for FEMA reimbursements as well as for the protection of the citizens of the City.

Assistant City Attorney Eick added that these were consistent with Florida Statutes and gives the City certain powers during the storm.

*** MOTION by Mayor Blake; Seconded by Councilmember Koss, to approve Resolution No. 2022-099, declaring a State of Emergency due to Hurricane Ian.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Mayor Blake; Seconded by Councilmember Koss, to approve Resolution No. 2022-100, authorizing the City Manager and Finance Director to sign any contracts and amendments from the Florida Division of Emergency Management related to Hurricane Ian reimbursement.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Approve the contract revisions for the three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (CFPBA) Lieutenants for the contract term of October 1, 2020 through September 30, 2023, modifying Article 17 Wages to provide annual wage increases for Fiscal Year 2023. (22-538). (Administrative Services Director)

*** MOTION by Councilmember Goins; Seconded by Councilmember Dyal, to Approve the item.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None**.**

IX. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 8/31/2022. (22-543). (Finance Director)

2. FY 2022 Budget Adjustment Report. (22-562). (Finance Director)

3. Data showing the relation between the estimated and actual income and expenses to date. (22-563). (Finance Director)

4. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (22-564). (Finance Director)

5. Bi-Weekly City Council Update Report for the dates of September 8-21, 2022. (22-579). (City Manager)

X. Reports:

City Manager Whitten pointed out that October 4th will be the National Night Out Event at Provost Park and the City will be participating through the Police Department. We would also like others there to participate in the event as well and to have food provided. He asked for a consensus from Council to provide food at the event.

*** CONSENSUS BY COUNCIL FOR THE CITY TO PROVIDE FOOD AT THE NATIONAL NIGHT OUT EVENT AT PROVOST PARK ON OCTOBER 4, 2022.**

City Manager Whitten further spoke about the City Manager's ability to approve lease agreements and informed Council that this year, they would be increasing the Porcher House leases by three percent (3%).

Mr. Smith reminded everyone that there will be a lot of rain and flooding with the upcoming storm and asked that if you see an area that you cannot get through, to please turn around. Emergency services cannot come out if winds are too high.

Chief Lamm provided an update on Hurricane Ian and advised that wind speeds are not consistent at the moment but as of the 7 p.m. update, tropical winds and gusts are expected around 5 p.m. tomorrow. The EOC staff will meet at 6 a.m. tomorrow. He echoed Mr. Smith's sentiments and stressed that there will be a lot of rain.

It was announced that City operations will be closed tomorrow and the EOC will be activated at 8 a.m. EOC staff may have to be here overnight as well. A decision will be made early in the morning about Thursday closures.

Chief Lamm encouraged all to get their medications, supplies, etc. and to keep all important documents with you as well. Sandbags are also available through the County.

Councilmember Koss shared that she met with the Fire Department's union and they had wage questions. As a result, she assured them that she would look at comparisons. Ms. Gemmati did a wage comparison report but Councilmember Koss also felt that benefits should be looked at as well. Most were satisfied with the equipment. She asked for a consensus from Council to have staff provide information on benefits.

*** CONSENSUS TO ASK STAFF TO PUT TOGETHER INFORMATION ABOUT THE FIRE DEPARTMENT'S BENEFITS PROGRAM.**

Lastly, Councilmember Koss announced that Tuesday, October 18, 2022 at 6 p.m. is the annual District 4 Town Hall Meeting at the Florida Solar Energy Center. It will be a non-political event.

Deputy Mayor Hearn attended the Tied Together Event at Merritt Island High School. It was a great event and was nice to speak with the young men who participated.

He shared that Endeavor Elementary now has a trailer from Brevard Health Alliance that will be available for use of their services by their students and parents.

Lastly, he will be rescheduling his trash pickup event as they could not locate the equipment.

Councilmember Goins asked for an explanation on what was happening at Bernard St. and Bracco Pond. In response, Mr. Smith explained that they are letting as much water out of Bracco Pond as they can, however, when you get eight inches of rain in an hour the system will surcharge, therefore, flooding again. He encouraged everyone to stay off of those roads and to reposition their vehicles prior to the storm.

Councilmember Goins asked all to be safe and thanked the first responders who would be in the thick of the storm.

Councilmember Goins announced that there is still sand available on Railroad Avenue and anyone could contact him if they had an issue acquiring sand.

Councilmember Dyal asked all to be safe and reiterated that there will be a lot of rain.

Mayor Blake mentioned his attendance at an All-Female Veteran Village Wall Raising Event today and noted that it was a great program.

He thanked all of the staff and citizens for participating in the meeting tonight and asked all to be safe.

Mayor Blake reminded all to buy local, spend local, and keep it local.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to adjourn the Regular meeting of September 27, 2022.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:46 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

FY 2023 Budget Presentation

2nd Public Hearing
September 27, 2022



Objectives of this Public Hearing

COCOA
FLORIDA

- Adopt a Final Millage Rate for FY 2023
- Adopt a Final Budget for FY2023
- 2nd Public Hearing – September 27, 2022 at 6:00p.m., Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922

The City must have a balanced budget by October 1, 2022



TRIM (Truth in Millage) Process

COCOA
FLORIDA

❑Step 1

Adopt the FY 2023 City of Cocoa Final Millage Rate

Note: The Final millage rate cannot exceed the millage rate of 6.4532 approved by City Council on July 26, 2022, by unanimous vote (5-0).

The FY 2023 Budget was developed with assumptions of Ad Valorem Revenue at 6.4532 Mills @ 95% (State requires at least 95%), to support ongoing operational needs.

❑Step 2

Adopt the FY 2023 City of Cocoa Final Budget

FY 2023 Comparative City Rates

COCOA
FLORIDA

Ranking	Municipality	Current	Rolled-Back	Proposed
1	Satellite Beach	8.6312	7.8000	8.2312
2	Palm Bay	7.5995	6.5887	7.5995
3	Titusville	7.2145	6.3573	7.2145
4	Melbourne	7.0519	6.4146	6.7490
5	**Cocoa**	**6.4532**	**5.9866**	**6.4532**
6	Cocoa Beach	5.9540	5.3133	6.1644
7	Indialantic	6.0923	5.4072	5.9990
8	Rockledge	5.9900	5.5902	5.8200
9	Indian Harbor Beach	5.6401	5.0617	5.5628
10	Melbourne Beach	4.6865	4.2885	4.2080

City of Cocoa's FY 2023 Proposed Tentative Millage Rate is the same as FY 2022. Note: Ranking is established using the Proposed Rate (As of 9-7-22)

Public Announcement/Hearing

COCOA
FLORIDA

- ✓The City of Cocoa is the taxing authority
- ✓The rolled-back rate is 5.9866
- ✓The millage rate of 6.4532 is a tax increase of 7.79% as a percent change of the rolled- back rate
- ✓The millage rate to be levied is 6.4532 which is the same as the current year tax rate

Requested Action:

Approve Resolution No. 2022-089, adopting the Final millage rate of 6.4532 mills. for the City of Cocoa, commencing on October 1, 2022 and ending on September 30, 2023.

FY 2023 Final Budget



COCOA
FLORIDA

FY 2023 Proposed Final Budget

COCOA
FLORIDA

Fund	FY 2023 Final Budget
Water/Sewer	$82,826,373
General	$44,830,718
W/S Renewal and Replacement	$15,576,000
W/S Restricted Assets	$9,358,915
Special Revenue	$5,376,731
W/S Impact Fees	$2,230,000
Stormwater	$2,192,854
Debt Service	$1,442,101
Workers Comp	$1,375,179
TOTAL	**$165,208,871**

FY 2023 General Fund Overview



COCOA
FLORIDA

General Fund Revenue Sources

COCOA
FLORIDA

- **Taxes**
  - Ad Valorem, Public Service, Utility Service and Communication Service Tax
- **Other Permits & Fees**
  - Building Permits, Franchise Fees, Fire Assessment, and Planning & Zoning Fees
- **Intergovernmental**
  - Local, State & Federal Grants and State Shared Revenues
- **Charges for Service**
  - Water Billing Services, Garbage Collection Services, Allocation for Services and Culture/Recreation Events
- **Fines & Forfeitures**
  - Property Seized
  - Court held confiscated items
- **Miscellaneous**
  - Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Insurance Proceeds, etc.
- **Other Non-Revenue**
  - Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves)

FY 2023 General Fund Revenues by Funding Source

COCOA
FLORIDA

Funding Source	FY 2023 Final Budget	FY 2023 % of Budget
Other Non-Revenue (Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves)	$17,778,861	40%
Taxes (Ad Valorem, Utility Service Tax and Communication Service Tax)	$12,144,570	27%
Charges for Service (Water Billing Services, Garbage Collection Services and Culture/Recreation Fees)	$6,860,492	15%
Other Permits & Fees (Building Permits, Franchise Fees, Fire Assessment, and Planning & Zoning Fees)	$5,051,611	11%
Intergovernmental (Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues)	$2,486,671	6%
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Insurance Proceeds, etc.)	$508,513	1%
Total FY 2023 Revenue by Funding Source	**$44,830,718**	**100%**

FY 2023 Final Budget General Fund by Department

COCOA
FLORIDA

General Fund	FY 2022 Adopted Budget	FY22 Salary Placeholder	FY 2023 Final Budget	Variance	FY 2023 % of Budget
Police	$11,074,445	$113,672	$12,120,906	$932,789	27%
Public Works	$9,080,504	$191,778	$9,290,683	$18,401	21%
Fire	$6,857,101	$222,146	$7,285,476	$206,229	16%
General Operations	$7,022,753	($1,186,205)	$6,290,424	$453,876	14%
Finance	$3,528,520	$355,688	$3,918,969	$34,761	9%
Information Technology	$2,148,595	$60,490	$2,500,515	$291,430	6%
City Manager Office	$1,496,410	$116,302	$1,275,623	($337,089)	3%
Administrative Services	$933,098	$60,576	$1,044,770	$51,096	2%
Economic Development	$0	$0	$678,170	$678,170	1%
Community Services	$738,596	$65,553	$220,293	($583,856)	0.50%
City Council	$194,905	$0	$204,889	$9,984	0.50%
Emergency Disaster	$58,900	$0	$0	($58,900)	0%
TOTAL	**$43,133,827**	**$0**	**$44,830,718**	**$1,696,891**	**100%**

Use of General Fund Balance Reserves

COCOA
FLORIDA

- **Fund Balance Reserve Policy** - the purpose of the Fund Balance Reserve Policy is to ensure there will be adequate liquid resources to serve as a financial cushion for the General Fund.
  - Restricted General Fund Balance has a minimum reserve requirement of 33% of total operating expenditures per the most recent financial statements and $500,000 of capital replacement.
  - Reserves are used for Capital and One-Time expenses only and **cannot** sustain recurring expenses
  - Utilize **available** Fund Balance to fund projects
    - Emergency Response- Pandemic, Natural Disaster...
    - Catalytic Capital/Economic Projects to enhance overall City growth and quality of life

FY 2023 Water/Sewer Budget Overview



COCOA FLORIDA

FY 2023 Water/Sewer Revenues

COCOA
FLORIDA

Funding Source	FY 2023 Final Budget	FY 2023 % of Budget
Charges for Service (Water, Sewer and Reuse Sales, Connection Fees, Hydrant Fees, Fireline Fees, Backflow Device Checks, Grease Trap Permits and Connection Fees)	$72,221,630	87%
Other Non-Revenue (Revenues from Unassigned FB (Reserves))	$10,294,631	12%
Miscellaneous (Interest, Rent and Royalties, other minor revenues)	$310,112	1%
Total FY 2023 Revenue by Funding Source	**$82,826,373**	**100%**

FY 2023 Final Budget Water/Sewer Fund by Division

COCOA
FLORIDA

Water/Sewer Fund	FY 2022 Adopted Budget	Salary Placeholder	FY 2023 Final Budget	Variance	FY 2023 % of Budget
Administration (ROI, 6% PILOFF, Overhead Allocation and Debt Service Transfers)	$36,501,822	($2,145,651)	$44,586,591	$10,230,420	54%
Dyal Water Plant	$15,338,692	$494,696	$15,266,057	($567,331)	18%
Water Field Operations	$9,288,757	$716,120	$10,123,075	$118,198	12%
Water Reclamation	$3,643,579	$244,475	$3,848,639	($39,415)	5%
Engineering	$3,342,483	$317,361	$3,738,442	$78,598	5%
Sewer Field Operations	$3,233,274	$221,272	$3,006,283	($448,263)	3.5%
Utility Support Services	$1,836,826	$141,511	$2,111,472	$133,135	2.5%
Inventory	$123,090	$10,216	$145,814	$12,508	-
TOTAL	**$73,308,523**	**$0**	**$82,826,373**	**$9,517,850**	**100%**

FY 2023 Stormwater Budget Overview



COCOA FLORIDA

FY 2023 Stormwater Revenues by Funding Source

COCOA
FLORIDA

Funding Source	FY 2023 Final Budget	FY 2023 % of Budget
Special Assessment	$2,082,485	95%
Tax Certificates	$105,232	5%
Interest	$4,737	0%
Storm Mitigation Application Fee	$400	0%
Total FY2023 Revenue by Funding Source	**$2,192,854**	**100%**

FY 2023 Stormwater Final Budget

COCOA
FLORIDA

Stormwater Fund	FY 2022 Adopted Budget	FY 2023 Final Budget	Variance	FY 2023 % of Budget
Personal Services	$647,688	$673,366	$25,678	31%
Operating	$640,240	$891,266	$251,026	41%
Capital	$542,620	$330,600	($212,020)	15%
Other Non-Revenue (Overhead Allocations)	$0	$297,622	$297,622	13%
TOTAL	**$1,830,548**	**$2,192,854**	**$362,306**	**100%**

Public Announcement

COCOA
FLORIDA

- ❑ Public comment on 2nd public hearing for FY2023 Final Budget & CIP

Requested Action:

- ❑ Approve Resolution No. 2022-090 adopting the Fiscal Year 2023 Final Budget & CIP for the City of Cocoa, for the Fiscal Year commencing October 1, 2022 and ending on September 30, 2023.



QUESTIONS/CONTACT

Rebecca Bowman, MBA, CGFO, CGFM

Finance Director

BudgetAdministrators@cocoafl.org

www.CocoaFL.gov

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Serving our community with P.R.I.D.E!

PLANNING AND ZONING FEES

Space Coast Development Fee Comparison

	Cocoa Current	Cocoa Proposed	Brevard County	Titusville	Cocoa Beach	Melbourne	Palm Bay
Comprehensive Plan Amendment Small Scale	$500	$1550 + ad fees	$919	$1575 + $8 per acre + ad fees	$1,000	$1,150 + $210 Legal	$1,200
Site-plan Review	$350 + $25 per acre	$1500 + $50 per acre	$3,960.00 + $360.00 per acre	$1,155.00 plus $10.00 per acre	$750.00 less than 3 ac & 30K sf $1,500 at least 3 ac or 30K sf	$1,875 + $25 per acre	
Final Plat	$400 + $5 per lot + Surveyor Certification Cost	$1,500 + $25 per lot + surveyor certification cost	$3,389 + $87 a lot	$1,050.00 plus $20.00 per lot		$1,675.00	$800 Final Subdivision Plat Application

EXHIBIT B: Planning & Zoning Fees

City Council

September 27, 2022

PZ-21-0500001

Dixon Boulevard Small-Scale Comprehensive Plan Amendment (Four-Plex)

EXHIBIT C: Dixon Blvd. Presentation (4-Plex)

COCOA FLORIDA

Dixon Boulevard Small-Scale Comp. Plan Amendment (Fourplex)

COCOA
FLORIDA

- Project Name: Dixon Boulevard Small-Scale Comp. Plan Amendment
- Applicant: Carey Properties, LLC
- Property Owner: Carey Properties, LLC
- Parcel: PID No. 24-36-21-BM-*5
- Parcel Size: ±.59 ac.

Dixon Boulevard Small-Scale Comp. Plan Amendment (Fourplex)

COCOA
FLORIDA

- Request: Applicant requests a small-scale Comp. Plan amendment consistent with Florida Statutes Chapter 163 for an owner-initiated request to change the future land use of a property, ID No. 26-36-21-BM-*5, from City of Cocoa (City) Very Low Residential to City Medium Density Residential. The amendment would be subject to a condition limiting the property's density to eight (8) dwelling units per acre.

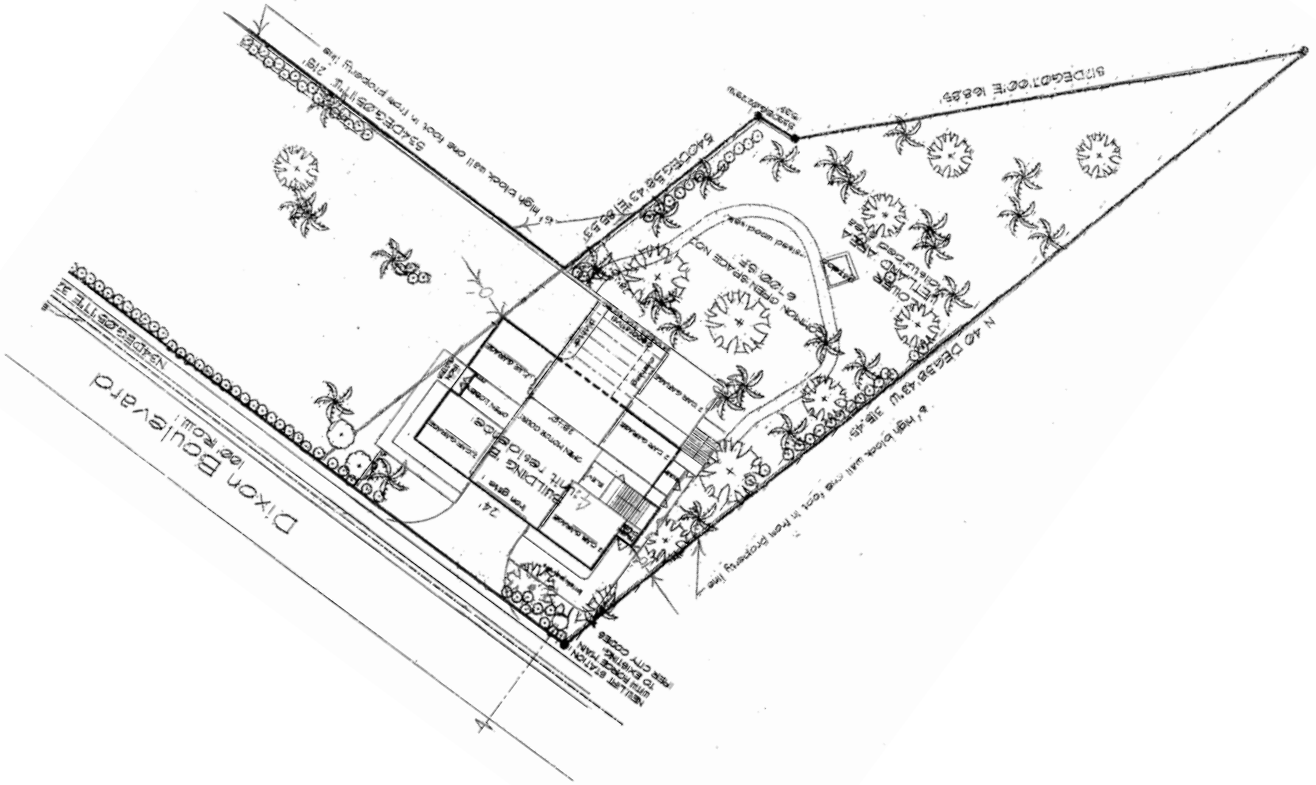
- Following approval, applicant plans to apply to have a multi-family fourplex built on the property.

Dixon Boulevard Small-Scale Comp. Plan Amendment (Fourplex)

COCOA
FLORIDA

Dixon Zoning Map Amendment Location Map/Concept Plan





Dixon Boulevard Small-Scale Comp. Plan Amendment (Fourplex)

COCOA
FLORIDA

- **Location**: The subject property is located on the southeast of and adjacent to Dixon Boulevard, just to the west of its intersection with Indian River Drive.

• **Future Land Use District:**	(Current)	Very Low Density Residential
	(Proposed)	Medium Density Residential
• **Zoning District:**	(Current)	Residential Estates
	(Proposed)	RU-2-15 (separate petition)
• **Existing Land Use:**		Vacant
• **Council District:**		District 2- Councilmember Lavander Hearn

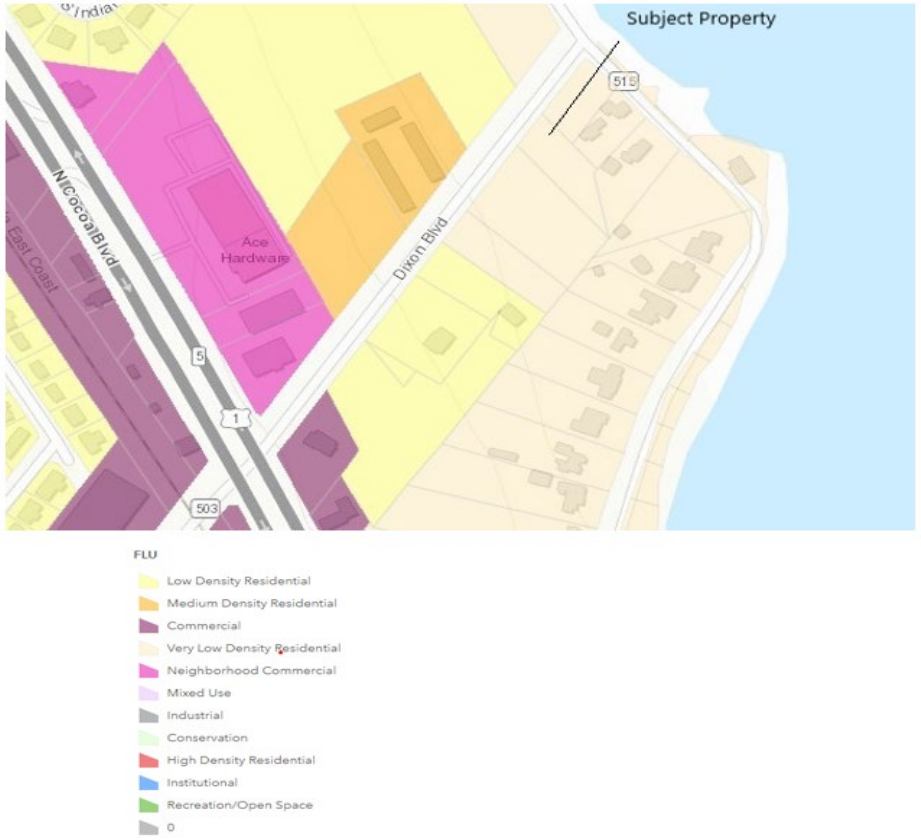
Dixon Boulevard Small-Scale Comp. Plan Amendment (Fourplex)

COCOA
FLORIDA

Exhibit "B"

Future Land Use Designations

Future Land Use Map Amendment, PZ 21-02100001, Dixon Boulevard Four-Plex



	Future Land Use Designations	FLU Districts	Land Uses
North	Low Density Residential	Low Density Res	Vacant
South	Very Low Density Residential	Very Low Density Res	Single-Family Residence
East	Very Low Density Residential	Very Low Density Res	Single-Family Residence
West	Very Low Density Residential	Very Low Density Res	Vacant

Dixon Boulevard Small-Scale Comp. Plan Amendment (Fourplex)

COCOA
FLORIDA

Comprehensive Plan Amendment Analysis

- Staff has reviewed this petition according to the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11.

- Staff finds that based upon the detailed analysis in the Staff Report, this petition meets the requirements for amending the City of Cocoa Future Land Use Map.

- Staff finds no budgetary impacts to the City.

Dixon Boulevard Small-Scale Comp. Plan Amendment (Fourplex)

COCOA
FLORIDA

- Staff finds the proposal consistent with Comp. Plan Future Land Use Element Policy 1.1.2.4 regarding consistency with intent of the Medium Density Residential future land use classification.

- Staff and review agencies have examined the petition for meeting level of service (LOS) standards for potable water, sewer, stormwater, solid waste and transportation. Project found to meet LOS standards for these services.

- Staff has reviewed the Coastal Management Element since this property is within the Coastal Planning and High Hazard Area.

Dixon Boulevard Small-Scale Comp. Plan Amendment (Fourplex)

COCOA
FLORIDA

- Staff has reviewed the Coastal Management Element since this property is within the Coastal Planning and High Hazard Area.

- Upon future development this property shall be encouraged to implement efficient and climate resistant techniques.

- Staff notes that per the Coastal High Hazard Area of the Comp Plan, increases in density are generally discouraged. While there is an increase in density, the net increase of 3 units, will not have an impact related to evacuation times, which is the main rationale mentioned for this requirement.

Dixon Boulevard Small-Scale Comp. Plan Amendment (Fourplex)

COCOA
FLORIDA

- The P&Z Board recommended to the City Council to deny this application for a FLUM Amendment, but failed to cite or refer to any specific criteria within Sections 15-10 and 15-11 of the City Code regarding Comp. Plan Amendments.

- The concerns related to drainage, wetlands, and wildlife would be reviewed as part of a typical site plan submittal as part of the City Code. There was a concern related to building height, but both the current and proposed conditions of the site result in the same maximum height of 35-feet.

Dixon Boulevard Small-Scale Comp. Plan Amendment (Fourplex)

COCOA
FLORIDA

- Staff recommends that the City Council approve first reading of Ordinance 11-2022, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, to change the Future Land Use Map designation of one (1) parcel of real property totaling approximately 0.59 acres from “Very Low Density Residential” to “Medium Density Residential” with a maximum density of eight (8)dwelling units per acre.

City Council

September 27, 2022

PZ-21-0500001

Dixon Boulevard Zoning Map Amendment (Four-Plex)

COCOA
FLORIDA

Dixon Boulevard Zoning Map Amendment (Fourplex)

COCOA
FLORIDA

- Project Name: Dixon Boulevard Small-Scale Comp. Plan Amendment
- Applicant: Carey Properties, LLC
- Property Owner: Carey Properties, LLC
- Parcel: PID No. 24-36-21-BM-*5
- Parcel Size: ±.59 ac.

Dixon Boulevard Zoning Map Amendment (Fourplex)

COCOA
FLORIDA

- Request: Applicant requests an amendment to the City of Cocoa Zoning Map consistent with the Code of the City of Cocoa Article XXI, Section 1 regarding amendments to the Zoning Map for an owner-initiated request to change the zoning of a property, ID No. 26-36-21-BM-*5, from City of Cocoa (City) Residential Estates to City RU-2-15, subject to a condition from the separate Future Land Use Map Amendment limiting the property's density to eight (8) dwelling units per acre.

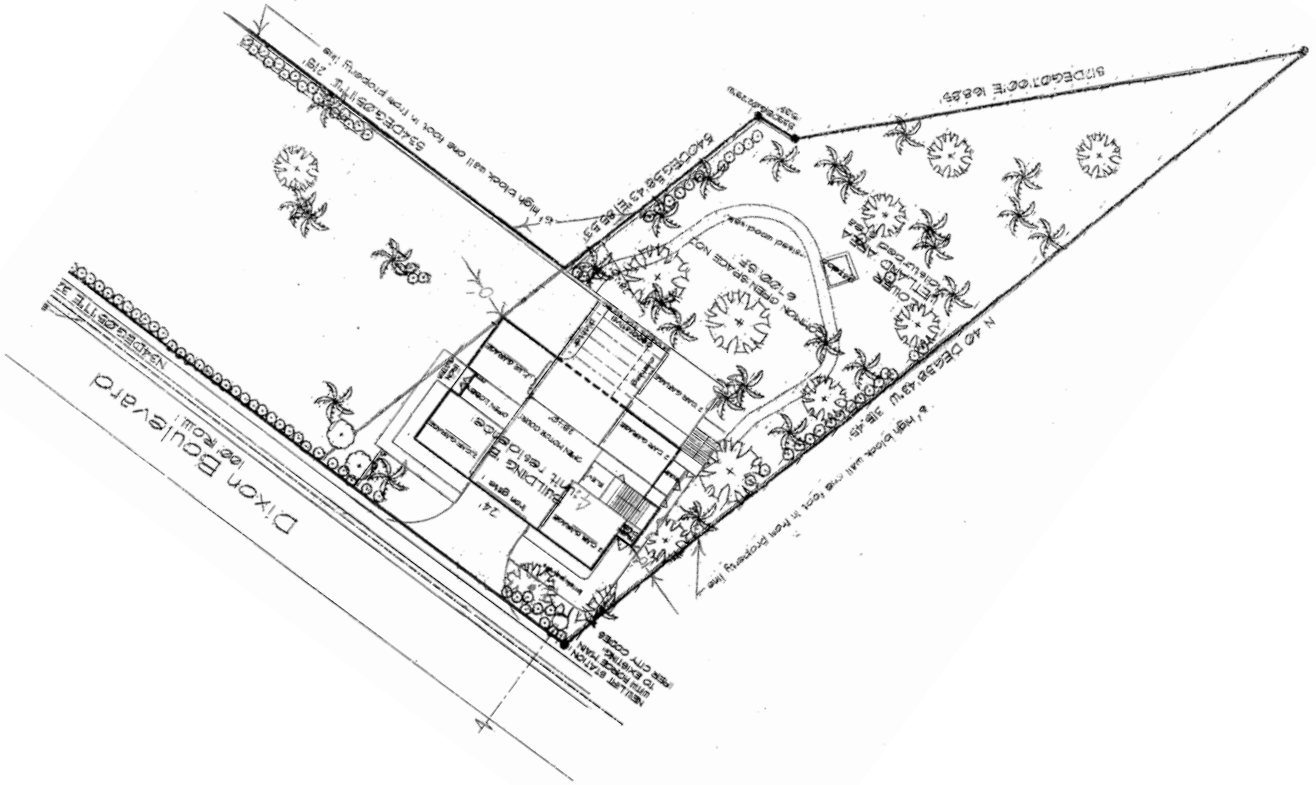
- Following approval, applicant plans to apply to have a multi-family fourplex built on the property.

Dixon Boulevard Zoning Map Amendment (Fourplex)

COCOA
FLORIDA

Dixon Zoning Map Amendment Location Map/Concept Plan





Dixon Boulevard Zoning Map Amendment (Fourplex)

COCOA
FLORIDA

- **Location**: The subject property is located of southeast of and adjacent to Dixon Boulevard, just to the west of its intersection with Indian River Road.

• **Future Land Use District:**	(Current)	Very Low Density Residential
	(Proposed)	Medium Density Residential
• **Zoning District:**	(Current)	Residential Estates
	(Proposed)	RU-2-15 (separate petition)
• **Existing Land Use:**		Vacant
• **Council District:**		District 2- Councilmember Lavander Hearn

Dixon Boulevard Zoning Map Amendment (Fourplex)

COCOA
FLORIDA

Surrounding Area

	Future Land Use Designations	Zoning Districts	Land Uses
North	Low Density Residential	RU-2-15	Vacant
South	Very Low Density Residential	Residential Estates	Single-Family Residence
East	Very Low Density Residential	Residential Estates	Single-Family Residence
West	Very Low Density Residential	Unknown	Vacant



Dixon Boulevard Zoning Map Amendment (Fourplex)

COCOA
FLORIDA

Zoning Map Amendment Analysis

- Staff has reviewed this petition according to the criteria contained in Appendix A of the City of Cocoa Code, Article XXI, Section 1(G)(1).

- Staff finds that based upon the detailed analysis in the Staff Report, this petition meets the requirements for amending the Zoning Map of the City of Cocoa as outlined above.

- Staff and review agencies have examined the petition for meeting level of service (LOS) standards for potable water, sewer, stormwater, solid waste and transportation. Project found to meet LOS standards for these services.

Dixon Boulevard Zoning Map Amendment (Fourplex)

COCOA
FLORIDA

- Staff finds the proposed zoning map consistent with Comp. Plan Future Land Use Element subject to the previously approved Future Land Use Map amendment.

- Staff finds no budgetary impacts to the City.

Dixon Boulevard Zoning Map Amendment (Fourplex)

COCOA
FLORIDA

- The P&Z Board recommended to the City Council to deny this application for a Zoning Amendment based on the denial of the Zoning Amendment denial and the inconsistencies it would create.

- Staff recommends that the City Council approve on first reading Ordinance 12-2022, an Official Zoning Map amendment consistent with Appendix A of the City of Cocoa, Article XXI, Section 1(G)(1), for a citizen-initiated request to change the Official Zoning Map designation of a 0.59-acre parcel from “Residential Estate” (RE) to the Multiple Family Dwelling District (RU-2-15).

EXHIBIT D: Slide provided by Councilmember Koss

Resilient Cocoa

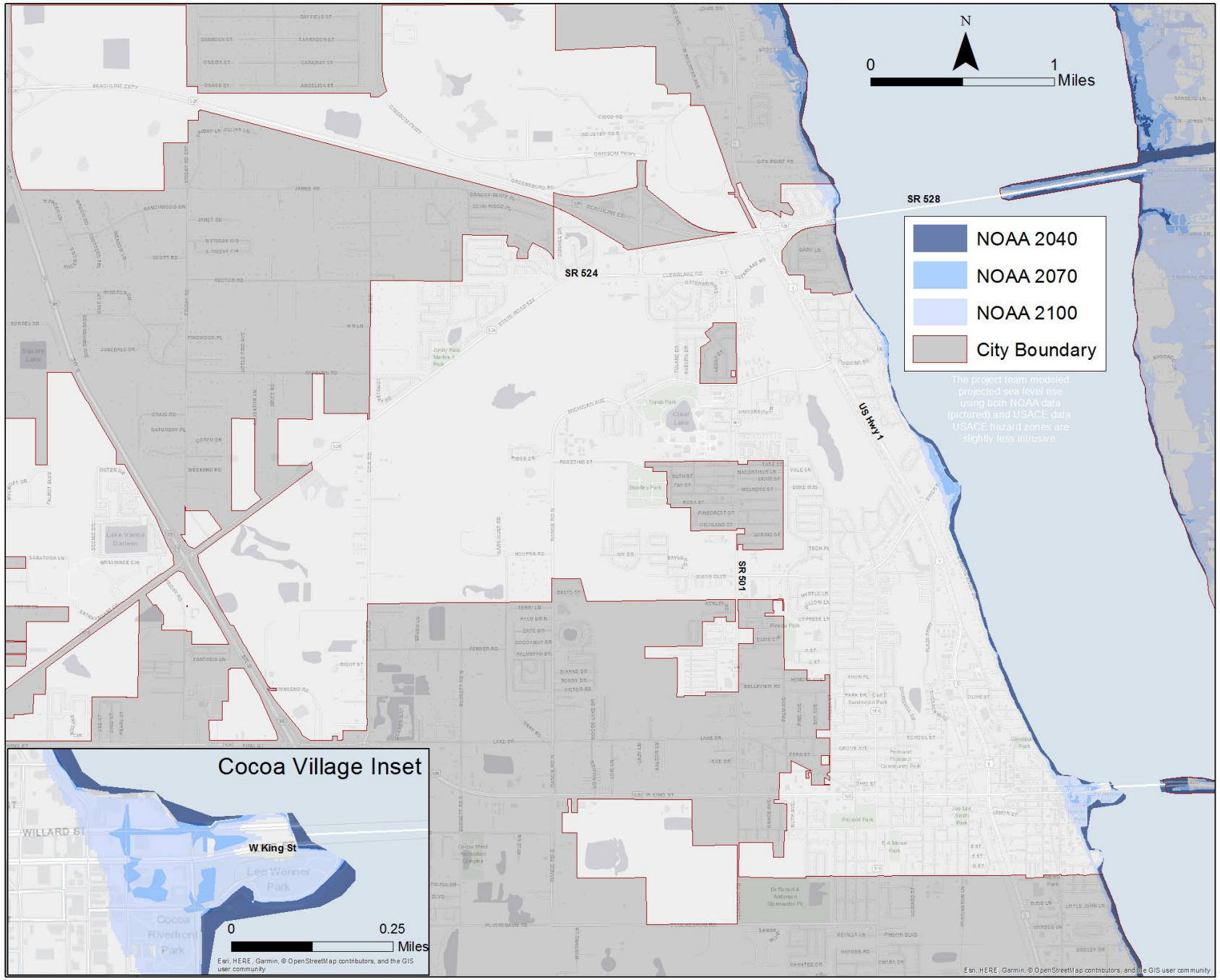
COCOA
FLORIDA

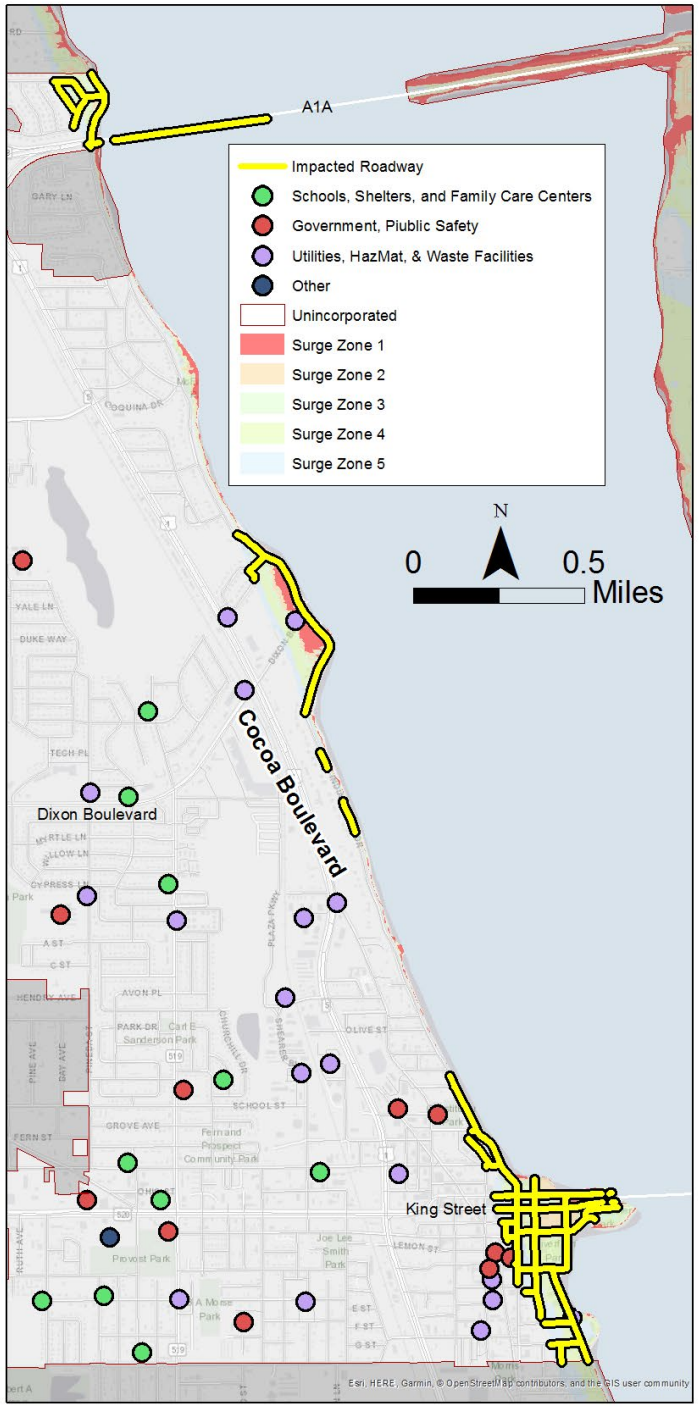
STORM SURGE | FLOODING | SEA LEVEL RISE | SEA LEVEL RISE + SURGE

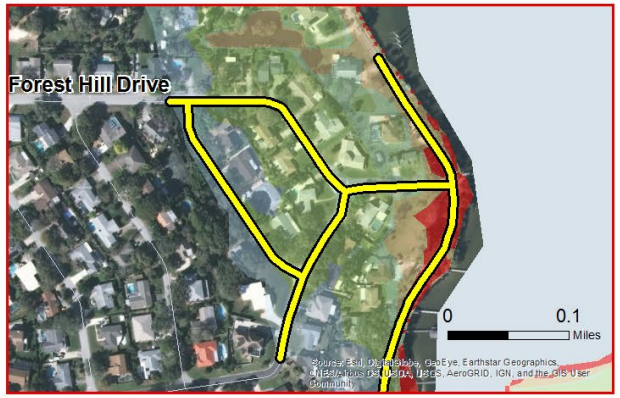
AUGUST 2020

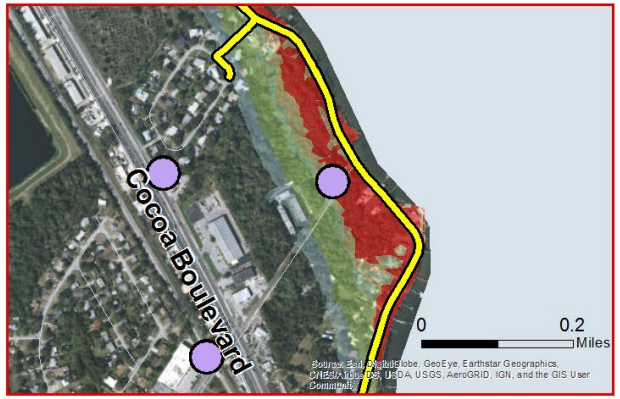
This report was prepared by the East Central Florida Regional Planning Council for the City of Cocoa, the Florida Department of Environmental Protection, and the National Oceanic and Atmospheric Administration.

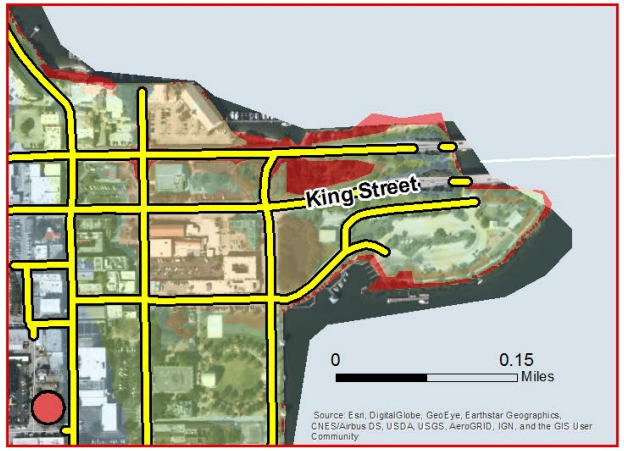
NOAA "High" Sea Level Rise Projection



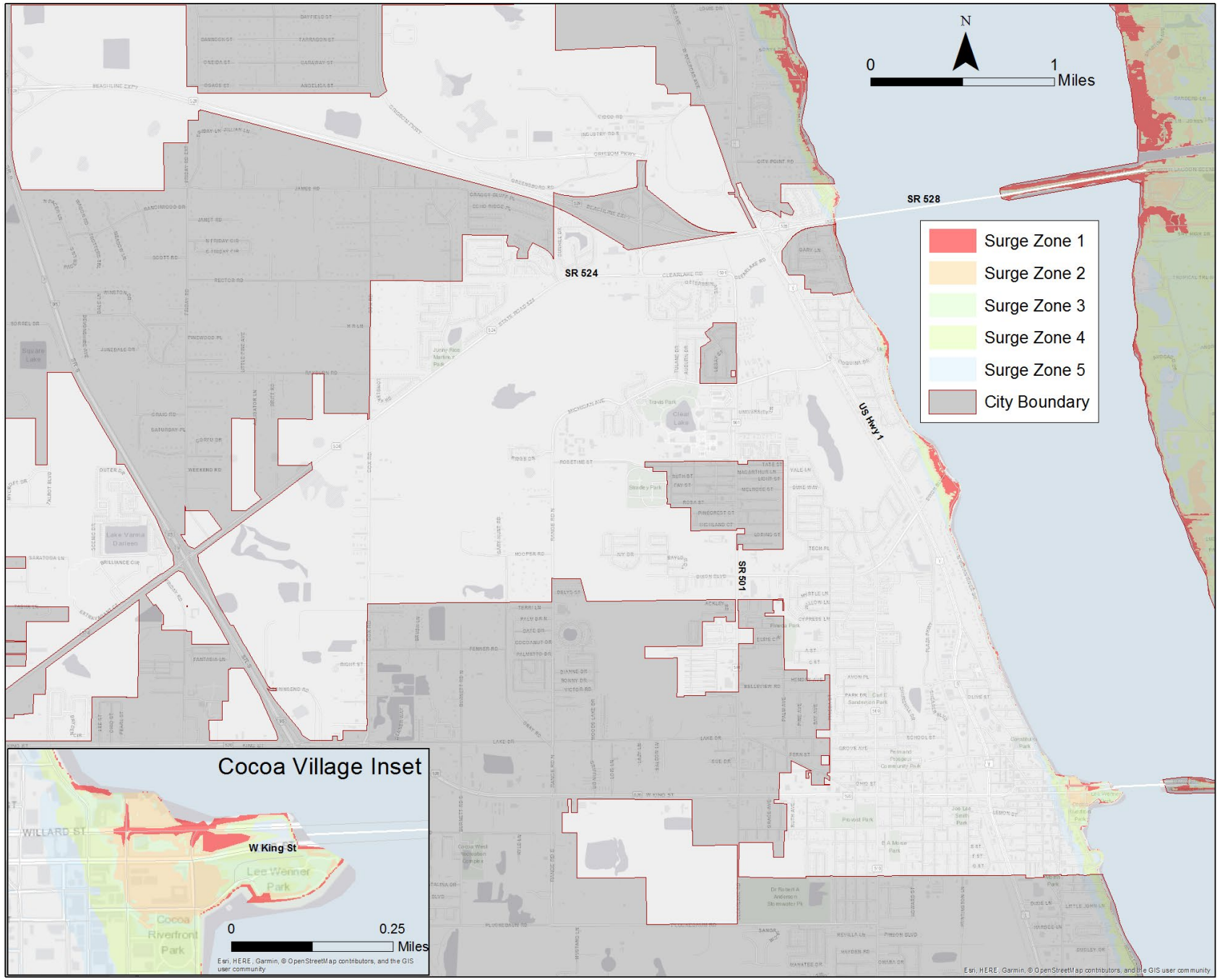

A1A
Impacted Roadway
Schools, Shelters, and Family Care Centers
Government, Piublic Safety
Utilities, HazMat, & Waste Facilities
Other
Unincorporated
Surge Zone 1
Surge Zone 2
Surge Zone 3
Surge Zone 4
Surge Zone 5
N
0
0.5
Miles
Cocoa Boulevard
Dixon Boulevard
King Street
Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community


Forest Hill Drive
0
0.1
Miles
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

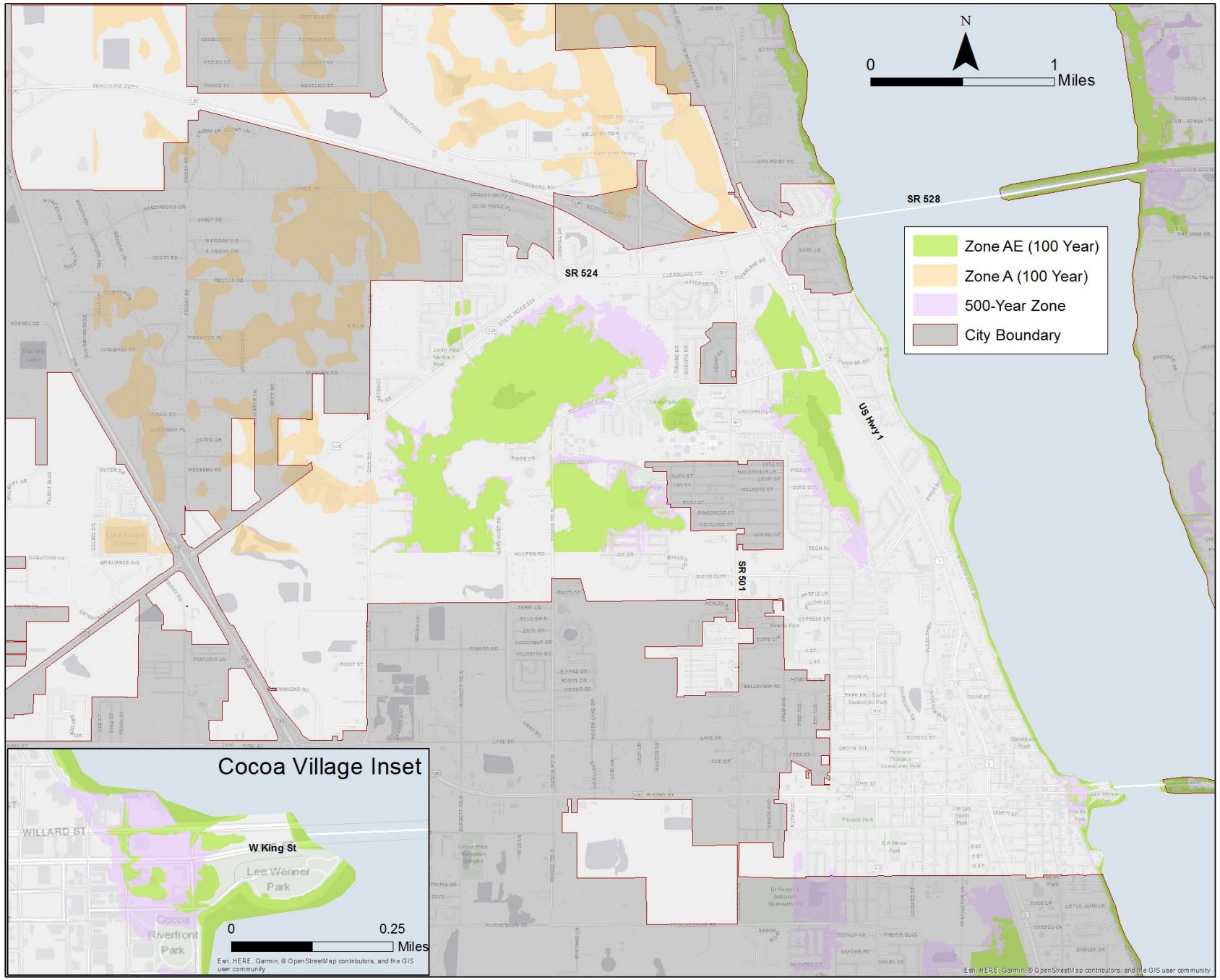

Cocoa Boulevard
0
0.2
Miles
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community


King Street
0
0.15
Miles
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Hurricane Storm Surge Zone



FEMA 100-Year and 500-Year Flood Zones



Legislation Details (With Text)

File #:	23-84	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	1/30/2023			**In control:**	City Council
On agenda:	2/14/2023			**Final action:**	
Title:	Approve the Minutes for the Regular Meeting of October 25, 2022, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-25-2022 Minutes ADA.pdf EXHIBIT A-Presentation by Councilwoman Koss.pdf E-Comment from K. Lortie submitted for 10-25-22 Council meeting.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 30, 2023
Agenda Date: February 14, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular Meeting of October 25, 2022, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council approves the minutes of all its meetings following transcription.

RECOMMENDED MOTION:

Approve the Minutes for the Regular Meeting of October 25, 2022, as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

October 25, 2022

A Regular City Council Meeting was held on Tuesday, October 25, 2022, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 6:00 p.m.

Pastor Beckford provided the invocation and V-Cops in attendance led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Rip Dyal	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Tammy Gemmati, Administrative Services Director; Charlene Neuterman, Community Services Director; Samantha Senger, Asst. to the CM/PIO; Evander Collier, Chief of Police; Rebecca Bowman, Finance Director; Jonathan Lamm, Fire Chief; Robert Beach, Chief Technology Officer; Bryant Smith, Public Works Director/Acting Growth & Economic Development Director; and Erik Montgomery & Lisa Richardson, Helpdesk Support Techs.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of October 25, 2022. (22-633)

2. Minutes: n/a

*** MOTION by Mayor Blake; Seconded by Councilmember Koss, to amend the Agenda by adding Item Item III.1, under Awards and Presentations and Item VIII.2, under City Business.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Presentation of Home Improvement Award for Gladys Weatherspoon. (Councilmember Goins)

Councilmember Goins presented a Home Improvement/Beautification award to Gladys Weatherspoon for the efforts in beautifying her property on Edinburgh Drive. The recipients thanked the City for recognizing their mother who has been a resident for over sixty years. She is eighty-eight years old and they are proud of her and the work she has done.

2. Presentation of FIND Grant Checks by Jerry Sansom. (22-630). (Mayor Blake)

` Jerry Sansom presented ceremonial FIND checks to the City and explained what these checks were for. He hoped the City would benefit from FIND in the future as well.

Mayor Blake read a proclamation into the record acknowledging Mr. Sansom for his work he has done with the City throughout the years, as he is retiring. They proclaimed September 30, 2022 as Jerry Sansom Day in the City of Cocoa.

Mr. Sansom thanked everyone and noted it was an honor representing the City for over twenty years and Cocoa is a great place.

IV. Delegations:

Al Wartell, Cocoa resident, asked why there was so much hatred and racism in the City. He spoke about the Chief of Police and would like equality. He feels as elected officials they should be protecting the residents. He asked that a city councilmember order an investigation on the Police Chief. If not, private citizens

would do this amongst themselves. None of the disciplinary actions from Jacksonville were in his folder on the Chief's hiring committee. This has nothing to do with racism but if you can do the job. There is a lot more information coming out soon.

Tammy Hilton, Cocoa resident, asked for a motion to be made for an independent investigation to be done on Chief Collier. There is a conflict of interest between the City Manager and Chief of Police, and it is concerning that the City Manager did not disclose that they went to school together. She asked why this stuff was not included in his application packet. There is enough cause to terminate Chief Collier. There is a petition going around with over nine hundred signatures wanting Copper returned to Officer Hattaway. Officer Hattaway started the K9 Competition and she asked how other agencies would feel. Lastly, she spoke about crime rates and they are not being reported correctly.

Thomas Cole, co-founder and Principal of Emma Jewel Charter Academy, Cocoa, expressed his support for Chief Collier. He spoke of his attendance at events at Emma Jewel Charter Academy. It is his understanding that the crime rate is down and while he does not know much about police work, if there is a teacher who does testing and those test rates are going up and up, he would never have a conversation about educating the teachers. He is a firm believer in data and if crime rate is down then why is conversation happening about crime.

Celeste Corrado, Cocoa resident, provided a presentation of a Cocoa Citizens Working Group, which is a collection of individuals who are trying to get engaged in order to learn a lot more of how they can help in a more informed way. She spoke about the September 27th Council meeting and of information/criteria that was lacking. They felt that the decision that was made was not a sound one and they did research to get more facts. The data is now there and there are multiple inconsistencies in both the state and county comprehensive plans.

Bernice Cox, Cocoa resident, thanked Cocoa Fire Department and Chief Lamm, the Cocoa Police Department and Chief Collier, Council and staff. She has always had a good relationship with the City. She spoke with the Roads and Bridges department at the County about an area on Clearlake/Lake Drive that is overgrown. There is a night light as well and it is not very bright. The County has said they would get there as soon as possible. She will come back at a later time with an update.

Marisol Lanza, Cocoa resident, has been trying to get an appointment with the Chief of Police about the issue in her neighborhood. Code is not doing anything for her or anyone else. She just wants to live comfortably and urged Council for help.

Councilmember Goins stated there are issues between neighbors and there is Code Enforcement to handle some of those issues which are violations. He assured her that he is trying to bring the neighbors together.

Mayor Blake has ridden with Mr. Bunt on several occasions and he and his staff are doing a good job.

Kathy Hamilton-Brown, Cocoa resident, spoke about the allegations against Chief Collier by a certain someone. If the person does not stop she will be sued by Chief Collier, as information they are talking about is about his son, not him. If you are going to tell facts then tell the correct facts. Statements have also been made that there have been three rapes at Cocoa High School of which BCSO and Brevard County School Board are not aware of. These statements need to stop as it is affecting kids as well as future leaders. Tammy Hilton has been researched and has fourteen issues as well.

Alton Edmond, Cocoa resident, spoke about what is going on in the City about the Chief of Police. He provided his personal contributions and involvement in the community and noted that he has never seen a Chief call into an IA the wrongful conduct of their own officers. He respects that he does that because of what law enforcement officers are paid to do.

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Amending the Fiscal Year 2023 Budget, BAF# 23-007-A, to Accept the 2022 Awarded Edward Byrne Memorial Justice Assistance Grant (JAG) 22-GG-02810-JAGX. (22-588). (Chief of Police)

2. Approve Task Order #2023-03 in the amount of $59,216.24 and a Resolution for a contingency of $783.76 for a total of $60,000 for concrete work related to annual sidewalk and curb maintenance using the Service Level Agreement with JMD Global. Authorized the City Manager to issue the associated PO and any use of

contingency. (22-618). (Public Works Director/Interim Growth & Economic Development Director)

3. Approve entering into a co-operative purchasing agreement with Inliner Solutions (formally Granite In-Liner LLC) in the amount of $159,709.25 and a Resolution for a contingency of $290.75 for a total of $160,000.00, using Polk County Bid 20-577 approved June 30,2020 through May 31, 2023, to reline various sized pipes. Authorize the City Manager to issue the associated PO and any use of contingency. (22-619). (Public Works Director/Interim Growth & Economic Development Director)

4. Approve and authorize the City Manager to issue a Blanket Purchase Order up to $750,000 to Genuine Parts Company for vehicle & equipment related parts, approve a Purchase Order for budgeted Operating expenses up to $129,300 related to Napa IBS utilizing the Sourcewell Contract #110520-GPC and authorize the City Manager to approve fiscal budget years Purchase Orders throughout the duration of the Contract Term and any Change Orders not to exceed his signing Authority. (22-627). (Public Works Director/Interim Growth & Economic Development Director)

5. Travel Announcement for Mayor Blake to Attend the Florida League of Cities Legislative Conference from November 30, 2022 - December 2, 2022. (22-632). (Administrative Services Director)

(B) Multi-Year Contracts:

None.

*** MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to approve the Consent Agenda.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Consideration of Ordinance No. 13-2022/ Second and Final Reading: An Ordinance Of The City Council Of The City Of Cocoa, Brevard County, Florida, Repealing Appendix A, Zoning, Article XX Of The Zoning Ordinance Of The City Of Cocoa; Repealing The Schedule Of Fees, Charges And

Expenses To Be Paid To The City Upon Receipt Of Planning And Zoning Related Applications Contained Therein; Providing For The Adoption Of Future Planning And Zoning Fee Schedules By Resolution. (22-572). (Public Works Director/Interim Growth & Economic Development Director)

Attorney Garganese read Ordinance No. 13-2022 into the record, by title only as follows. He advised that this was the Second and Final Reading of the ordinance.

ORDINANCE NO. 13-2022

ORDINANCE NO. 13-2022 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, REPEALING APPENDIX A, ZONING, ARTICLE XX OF THE ZONING ORDINANCE OF THE CITY OF COCOA; REPEALING THE SCHEDULE OF FEES, CHARGES AND EXPENSES TO BE PAID TO THE CITY UPON RECEIPT OF PLANNING AND ZONING RELATED APPLICATIONS CONTAINED THEREIN; PROVIDING FOR THE ADOPTION OF FUTURE PLANNING AND ZONING FEE SCHEDULES BY RESOLUTION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Blake opened the hearing to the public. There being no response, the public portion of the hearing was closed.

* **Motion by Councilmember Dyal; Seconded by Councilmember Goins, to approve Ordinance No. 13-2022 on Second and Final Reading.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consideration of Ordinance No. 06-2022/ Second and Final Reading: a Comprehensive Plan Text Amendment consistent with Chapter 163, Florida Statutes, to correct a scrivener's error in the Future Land Use Element, Figure FLU-1, to provide that the RU-2-10 zoning district is an allowable zoning district only in the Low Density Residential Future Land Use Category. (22-576). (Public Works Director/Interim Growth & Economic Development Director)

Attorney Garganese read Ordinance No. 06-2022 into the record, by title only, as follows. He advised this is the second and final reading.

ORDINANCE NO. 06-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; CORRECTING A SCRIVENER'S ERROR IN FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THE RU 2-10 ZONING DISTRICT IS ONLY AN ALLOWABLE ZONING DISTRICT IN THE LOW DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

Mayor Blake opened the hearing to the public. There being no response, the public portion of the hearing was closed.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Hearn, to approve Ordinance No. 06-2022 on Second and Final Reading.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consideration of Ordinance No. 11-2022/ Second and Final Reading: a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, to change the Future Land Use Map designation of (1) parcel of real property totaling approximately 0.59 acres from City of Cocoa "Very Low Density Residential" to City of Cocoa "Medium Density Residential," provided that the maximum density allowable shall be eight (8) dwelling units per acre. (22-595). (Public Works Director/Interim Growth & Economic Development Director)

Mayor Blake asked the City Attorney for clarification on the rules for the time limit of speakers. He advised there were fifteen cards and he believes in a fair and representative democracy.

* **CONSENSUS AMONGST COUNCIL TO ALLOW A THREE (3) MINUTE TIME LIMIT TO THE SPEAKERS.**

Attorney Garganese read Ordinance No. 11-2022 into the record by title only as follows. He advised this was the second and final reading of the ordinance.

ORDINANCE NO. 11-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 0.59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE DESIGNATION OF THE REAL PROPERTY FROM VERY LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL, PROVIDED THAT THE MAXIMUM DENSITY ALLOWABLE SHALL BE EIGHT (8) DWELLING UNITS PER ACRE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

Councilmember Koss provided slides[1] and spoke about the discussion at a previous meeting and that they talked about flooding but did not talk about surge which is a different type of flooding which encompassed five properties, including the property in question. She explained in detail what a surge was and stated that another revelation that was found when this item was presented to the Planning & Zoning Board was that there was no information in the item on the Coastal High Hazard Area and she read the following objective:

"Objective 9.2.1: Coastal High Hazard Area (CHHA). The City shall continue to direct population concentrations away from the CHHA through implementation of the future land use map, land development code and through the development review and approval process."

She spoke on this in detail and noted that the property was purchased based on zoning and the structure that exists. They have a right to ask for an amendment but the decision to grant that amendment is approved by the Planning & Zoning Board and by City Council to be in the best interest of the public.

She stressed the point of "the City shall". If you go through this agenda item you will find what changed was when Mr. Smith presented the item that the Coastal High Hazard Element was not included.

Councilmember Koss further noted Policy 9.2.1. 3, which states:

[1] EXHIBIT A: Presentation provdied by Councilmember Koss

"Policy 9.2.1.3: In order to continue to direct population away from the CHHA, any increase of density for properties within the CHHA shall generally be discouraged from the time of this plan's adoption."

There has also been work with the Eastern Central Florida Regional Planning Council to do a resiliency plan which is science based. There were comments made that the storm drains need cleaned and there has been eight inches of lagoon level rise in the last twenty years. They expect that much more in the next 20 years, so with storm surge this is significant. We are creating liabilities which will cost everyone in the future.

Councilmember Dyal advised that at the last meeting he brought up quasi-judicial and quasi legislature. He spoke about a prior issue that went to court of which we lost. If the applicant goes to court he would win. He stressed that this is taxpayers' money that would pay the legal fees.

Deputy Mayor Hearn felt that this was a sensitive issue and has tried to do his due diligence. There was an issue with drainage on the right side but no evidence of it running on the left side of the property even though it was raining. He understands the initiative to protect citizens from storm surges and did further research on how others could build on the west side of Indian River Drive, which are higher elevations. Those applicants would be higher and have requirements by both the City Code and SJRWM.

Mr. Smith spoke in reference to the higher elevations and to the increase that this property would have.

Mayor Blake opened the hearing to the public.

Jennifer Riggs, Cocoa resident, felt that staff was encouraging citizens to build in a marsh and wetlands and that they are using a property to justify the flipping of the rest of the Dixon area. She felt this was a detriment and urged them not to set a precedent. She wanted them to deny on all criteria and she, along with others who spoke, cited those, one by one and provided feedback as to their reasonings why. She provided a few slides in regards to the property which included maps.

Celeste Corrado, Cocoa resident, provided slides in regards to the item. She felt that this was not about a single development but about what will come next. She showed a map of the properties and where they are located. She noted that this property was in the middle of the coastal high hazard area. Photos were shown of what happened to the property after the first reading. The storm drains and infrastructure failed and there was dead sea life. She knows they are looking for an economic benefit by building in this area but there are other things that need to

be identified. She further spoke about Mr. Greenwood's engineering report and pointed out that it was from 2004. It is not a basis for any of this development.

Joseph Bachand, Cocoa resident, cited further criteria. He believes that people want to come here because of Cocoa's coziness. It is not south Florida or West Florida and he felt Council should tighten up. He asked what they would be achieving and they are doing this at the detriment of the community.

Frank Sullivan, Cocoa resident, spoke about the recent article in Southern Living Magazine and of the charm that the City exudes. He felt that we are about to lose some of this charm. He hears the argument about property and pointed out that it will decrease the estate residences around it. It has historically been wet and if you look at older homes they are on blocks which keeps them off of the ground. Many cannot see where the water is coming from but backyards are wet and he explained why the area remains wet. He believes it would be an insult to those on the south side to put more multi-family homes on that side.

Jane Naylor, wanted to concede their time to Celeste Corrado. Ms. Corrado showed a map and pointed out that to the north and south it was all low density. She pointed out Policy 1.1.8.2,3,4 of Cocoa's Comp Plan and stated that this project was inconsistent on every level. Another map was shown of the green space with animals in the area.

Councilmember Goins asked Mr. Smith about the submitted site plans for the Dixon corridor. Mr. Smith noted he is not aware of any nor did the previous director have any plans.

Councilmember Koss asked about the map they received and in response, Mr. Smith stated that it was pretty normal for concept plans to be put out there but they are not aware of anything.

Frank Manfredi, Cocoa resident, congratulated them as this has brought together residents like no other item. There are other business developments that would generate more revenue than this four plex. He advised that he and others ride their bikes from Viera to be on Indian River Drive. It is a safe area and the view is spectacular. On any weekend day the whole road is full of walkers, bikers and sight seers. The Cocoa Marathon is an annual race that attracts many runners and the Intercoastal water way is a bike path. He is against this change and hopes it is voted down.

James Smith, Cocoa resident, conceded his time to Celeste Corrado. Ms. Corrado discussed the experts report submitted by Mr. Greenwood. This was from 2004 and does not feel that the expert had visited the site. They need to revisit the

engineering reports and mentioned the stress that this would put on the infrastructure. She urged Council to look at the character of the neighborhood.

Linda Gombert, Cocoa resident, spoke in regards to the coastal high hazard areas and believed that this information was important. This is recognized by FEMA, the State of Florida and the City. She provided a definition of a coastal high area as defined by the State of Florida and added that Cocoa's definition is almost verbatim. She noted that this property was one of the most vulnerable properties when it comes to flooding. Hurricane Ian was not a major storm but there was flooding that was significant enough that they had to close the main area of this neighborhood. This property lies in the flood zone no matter if it is from the river running over or from rain water.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to extend this public hearing by thirty more minutes.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Jennifer Riggs, Cocoa resident, stated that citizens are worried that staff was encouraging development in flood zones. She showed a map of the property and urged denial of the ordinance. She noted that formal record has been established for Council. She felt this was the only way to protect good precedent.

Judy McCluney, Cocoa resident, hoped that Council could think about the value of the wetlands. She spoke about wetlands and added that they are a source of drinking water, flood control, pollution control, and preserve who we are as Floridians. Wetlands remain very important and she felt that neighbors might sue if they are impacted but felt all were at risk. She felt that those on River Road count and urged Council to vote against this.

Janice Smith, Cocoa resident, spoke in regards to another topic, which is when a person purchases property they are accepting the property as is. The buyer knew that this was low density and a low-lying area but bought the property anyway and are now asking for the zoning to be changed. Others who bought property in that area did so because it was low density and now they too, could see a change in the zoning. She provided an example of a purchase that took place in the 1980's next to a children's park which resulted in a park closure. She stated these were two examples of people who bought property and tried to change the zoning in order to suit themselves. She urged council to vote no.

Donna Manfredi, Cocoa resident, stated that most of what she wanted to say has been said. When her and her husband bought their property they knew that it would flood. With Hurricane Ian the flooding was worse in the back than in the front yard. When the river is high there is no place for the water to go and it backs up. She noted a letter was delivered to Council this morning regarding opposition for this change.

Brenda Teixeira, Cocoa resident, has been a resident for over sixty years and has lived off of Indian River Drive for over sixteen. She has seen the damage that the water does and respectfully requests denial of this request. She felt that they would lose something really beautiful if it is done.

Eric Fricker, Cocoa resident, has been to many meetings where a room full of citizens want them to vote a certain way but as a Council they are there to represent the people and these people are asking Council to protect his lot. The rules have the words “shall” and any judge would throw that out of court.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to have a five minute recess.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to resume the meeting at 8:31 p.m.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mayor Blake asked the applicant, Mr. Aleck Greenwood to speak in regards to this item. As a point of clarification, it was noted that he would get ten minutes to speak as the applicant.

Mr. Greenwood understands why people are upset and noted that there has been a tremendous amount of misinformation given out. He felt an apology needed to be given for the misinformation being given out. He pointed out that in the information he provided to Council was a site plan of a property near his that was approved for the previous owners back in 2008 with the zoning change. This was the same zoning that everyone is upset about. The property has been sold to new owners and it was just purchased a few months ago. That development will be a total of seventy-two units as stated on page 15 and the layout is included there as

well. He further noted that if they had started clearing the land this meeting would not be happening.

Furthermore, they are stating that he will be building fifteen units but that is wrong as he is only building four. He could build a single-family home on it right now.

Additionally, he clarified the following concerns that have been mentioned: it will not be more than three stories; there is not an artesian well; it will be minimum development; there will be no clear-cutting; he will not be altering the front lot and it is for a single family home; they got to this point due to the expertise of staff and the City Attorneys, who have all reviewed and support this project; Comments from the previous Growth & Economic Development Director regarding the clarification of a comment to the P & Z members; the flooding gets worse further south of the property and the water issue could be corrected; this will not affect the historical significance; and the Code was changed years ago that tell a developer how to build with the water issues.

Mr. Greenwood stated that on Dixon Boulevard there are three other grates that are collecting water. Lastly, there is an underground pipe from across the street that is coming onto his property, so if these were corrected or if the City does what needs done it would eliminate those issues.

Peter Olavarria, Cocoa resident, noted that there are sixteen criteria referenced in Appendex A by the City of Cocoa Article 21 Sec. 1.g.1 in the agenda item. He further stated that all of the criteria has been rated as failing so he is not repeating them. He felt that this project proposes a bad precedent and provided reasonings as to why.

Attorney Garganese noted that an applicant is typically afforded a few minutes for final rebuttal.

Mr. Greenwood spoke on the notion that animals were on the property but there are no alligators or foxes. This inspection of no animals was done by two engineers. He mentioned the slide with signs on properties and what it stated about opposing what staff was doing. He commends the work that staff does and knows what projects the City supports as he sits on the Planning & Zoning Board and does not approve of the way that staff gets the negativity that he sees. He believed staff deserved respect and they are licensed and followed this by the book. Anything about water retention is new codes which are more strict which is why he is asking for more units due to the amount of work it will take to prep the land.

Mayor Blake closed the hearing to the public and returned it to Council.

Councilmember Koss noted there were several references directed at her and she noted mentioned the newsletter that she sent out was in a package telling people about the zoning change. She pointed out that he has only applied for a four plex on his property. When she spoke with staff members they said the most important thing was consistency.

An email was sent later that specifically stated he was applying for a four plex. There is a real insurance crisis for single family homes. The flooding was a surge and once the lagoon swells it is not going anywhere. Additionally, as far as staff goes, there are qualified staff and what happened was when this was presented to the Planning & Zoning Board the Coastal Element portion was not in the presentation. Everybody makes mistakes and the Planning & Zoning Board spoke to the issues of knowing the area and the issues there. The owls, alligators and foxes hide when the engineers come out.

Councilmember Goins mentioned the ordinance and stated that everyone knows it is subjective. He asked about the maximum footprint for a single-family home. In response, Mr. Smith advised that this ordinance was for Future Land Use so footprints are not defined in this ordinance. Setbacks would come into play with the footprints so it would be hard to say based on that.

* **MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to approve Ordinance No. 11-2022 on Second and Final Reading.**

AYES: Dyal, Goins

NAYES: Blake, Hearn, Koss

THE MOTION FAILED (2-3)

Mayor Blake advised as to why he voted no. He stated that years ago the same issue came up and he was looking at this from a social impact point of view. He knows that at the previous meeting he voted yes, however, he went back and did his due diligence. He announced that Mr. Greenwood could come back and appeal if he wished to but he was looking at the impact on the whole community.

Mayor Blake further noted that this was not going away but it could be used as a learning point as they protect personal property rights.

Deputy Mayor Hearn announced that he had also previously voted yes but changed his mind as well. Mr. Greenwood still has a chance to appeal but he would like to see an updated engineering report in order to provide further assurances to citizens.

4. Consideration of Ordinance No. 12-2022/ Second and Final Reading: A citizen initiated Zoning Map amendment consistent with the requirements of Code of the City of Cocoa (Code) Article XXI, Section 1, to change the zoning designation of a parcel of real property totaling approximately 0.59 acres from “Residential Estate District” (RE) to “Multiple-Family Dwelling District” (RU-2-15). Brevard County Parcel/ID No. 24-36-21-BM-*5. (22-594). (Public Works Director/Interim Growth & Economic Development Director)

Attorney Garganese recommended Council go through the public hearing process but since Council voited to deny the FLUM, this item is inconsistent with the Comp Plan, so a denial of this item would be consistent.

Attorney Garganese read Ordinance No. 12-2022 into the record by title as follows. This is the second and final reading. He noted the previous item that changed the future land use designation and failed on 3-2 vote so the property maintains it zoning. The applicant requested this to go to RU-2 zoning.

ORDINANCE NO. 12-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, APPROXIMATELY 0.59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT “A” ATTACHED HERETO, FROM RE (RESIDENTIAL ESTATE) TO RU-2-15 (MULTIPLEFAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Blake opened the hearing to the public.

Jennifer Riggs, Cocoa resident, thanked Council and wanted to formally establish for the record that there are sixteen criteria for establishing this decision. There are fifteen others and there are grounds in every single one to recommend denial.

Mayor Blake spoke of the provision in 9-22.1 “we shall”. He reviewed it and they were correct as to what it says.

Mayor Blake closed this portion of the hearing to the public.

The applicant did not wish to speak on the item.

* **MOTION by Councilmember Dyal; Seconded by Councilmember Koss, to deny Ordinance No. 12-2022 on Second and Final Reading.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Consideration of Ordinance No. 14-2022/ Second and Final Reading: An Ordinance of the City Council of the City of Cocoa, Brevard County, Florida; Amending Chapter 8 - Community Redevelopment; Adopting an Amendment to the Cocoa Redevelopment Agency Redevelopment Plan to Authorize the City and Agency to Establish and Implement a Community Policing Program; Providing for The Repeal Of Prior Inconsistent Ordinances And Resolutions, Incorporation Into The Code, Severability, and an Effective Date. (22-638). (Community Services Director)

Attorney Garganese read Ordinance No. 14-2022 into the record, by title only as follows. This is the second and final reading.

ORDINANCE NO. 14-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 8 – COMMUNITY DEVELOPMENT; ADOPTING AN AMENDMENT TO THE COCOA REDEVELOPMENT AGENCY REDEVELOPMENT PLAN TO AUTHORIZE THE CITY AND AGENCY TO ESTABLISH AND IMPLEMENT A COMMUNITY POLICING PROGRAM; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Blake opened the hearing to the public. There being no response, the public portion of the hearing was closed.

* **MOTION by Councilemember Dyal; Seconded by Deputy Mayor Hearn, to approve the item Ordinance No. 14-2022 on Second and Final Reading.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Authorize the City Manager to negotiate and execute the Multi-Year Agreement with Community Housing Initiatives, Inc. in an amount not to exceed $750,000 for

the construction of 22 homes in the Michael C. Blake Subdivision. (22-641). (Community Services Director)

Ms. Neuterman spoke on behalf of the item and explained what the Community Housing Initiative was and how they provide homes to low-income households. CHI has previously constructed eight homes in Cocoa and they will serve as the developer, builder and closing agent for all of the homes. They only get 8% of each home. CHI has provided several home options which will be negotiated.

* **MOTION by Councilmember Goins; Seconded by Councilmember Koss, to approve the item.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Approve Resolution No. 2022-102 adopting a revised fee schedule for planning and zoning applications. (22-614). (Public Works Director/Interim Growth & Economic Development Director)

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Dyal, to approve the item.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve a Resolution amending the FY 2023 Budget to Reallocate an Additional $66,004 to the previous approved funding of $429,872 for total authorization of $495,876 from the 39-00 Contingency Accoutn to the Hurricane Ian account (421-4011-525-46.00) for Project #ES22IN. (22-646). (Utilities Director)

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Hearn, to approve the item.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None**.**

IX. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 9/30/2022. (22-599). (Finance Director)

2. Brevard County District 4 Parks and Recreation Capital Improvements.

3. FY 2022 Budget Adjustment Report. (22-625). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (22-626). (Finance Director)

5. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (22-628). (Finance Director)

6. Bi-Weekly Update Report: October 7, 2022-October 20, 2022. (22-635). (City Manager)

X. Reports:

Mr. Smith provided an update on the park restroom bids. The low bid was $227,000 and due to the rules of ARPA funding, they went back out to bid. The bids expire tomorrow and staff needs direction from Council if they want them to proceed. If they do not, they would look at using that funding towards other parks initiatives. The bids can expire and those funds can the reallocated at a future meeting. Mr. Smith stated when he does an update on parks he will bring forward those other initiatives.

Councilmember Goins spoke about the community garden at Gilmore Park and would like funds allocated for a water line there.

*** COUNCIL WAS IN AGREEMENT TO LET THE BIDS EXPIRE AND TO REALLOCATE THOSE FUNDS TOWARDS OTHER PARKS INITIATIVES.**

Chief Lamm advised that about a year ago they lost Firefighter Wallen to cancer and he would be inducted into the Fallen Firefighters' Memorial on November 18th in Ocala. His name will be etched on the wall. There will also be a candlelight service at the downtown square in Ocala. There will be people sent from Cocoa as well as any others who wish to attend.

Mayor Blake and Council stood in respect for Firefighter Wallen.

Councilmember Dyal reminded everyone of the Chief's Walk tomorrow at 5:30 p.m. in District 3.

He further mentioned that the Black Tulip was closing and tomorrow was the last day they would be opened.

In closing, he stated this was a long meeting but done very well. He thanked staff for doing a good job.

Councilmember Goins spoke about Council's attendance at the Emma Jewel Charter Academy Gala. They are trying to raise funds for a gym and multi-media center. He gave kudos to Mr. Cole and all who attended.

Councilmember Koss thanked staff and others who attended her Town Hall meeting. She also thanked Council for their vote tonight and for caring about the community. She appreciates that. She was also at the Emma Jewel Gala and agreed that the gym needs built.

Deputy Mayor Hearn attended the Emma Jewel Gala as well and it was neat to see all of the leaders in the community who came out. He also thanked citizens who helped him pick up debris on Indian River Drive. Lastly, early voting has started and he urged everyone to vote.

Mayor Blake thanked those who are still in attendance tonight. He spoke of his attendance at the Early Learning Coalition Meeting earlier in the day where he became a cabinet member.

He mentioned his attendance this past weekend at the Cocoa Women's Club 100th anniversary. Photos were shown of the event and he provided names of people and organizations in attendance.

Florida League of Cities did a video in support of the cities of Sanibel Island, Fort Myers, Cape Coral, etc. He and Dr. Shaun Ferguson participated in the video.

Mayor Blake attended the craft show as well which had an excellent turnout.

There will be a Monroe High School Hall of Fame induction in the next few weeks, where Dick Blake will be inducted. More information will follow on that event.

Staff reminded everyone that the Fall Festival will be this Saturday, From 3-7 p.m. at Riverfront Park.

Councilmember Goins announced that the Brevard County Commission had approved the additional funding for the J & K Septic to Sewer project. Council thanked them for that approval.

* **CONSENSUS AMONGST COUNCIL TO COMPOSE A THANK YOU LETTER TO THE COUNTY FOR APPROVING THE ADDITIONAL FUNDING.**

XI. Adjournment:

* **MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to adjourn the Regular meeting of October 25, 2022.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 9:41 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Objective 9.2.1: **Coastal High Hazard Area (CHHA).** The City shall continue to direct population concentrations away from the CHHA through implementation of the future land use map, land development code and through the development review and approval process.

Policy 9.2.1.1: The Coastal High Hazard Area is delineated as the area below the elevation of the Category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.

Policy 9.2.1.2: The City shall continue to evaluate non-conforming land uses within the CHHA.

Policy 9.2.1.3: In order to continue to direct population away from the CHHA, any increase of density for properties within the CHHA shall generally be discouraged from the time of this plan's adoption.

Objective 9.2.2: Development, redevelopment, rebuilds, retrofits and additions in the City shall be planned and managed through strategies and design principles that are consistent with sound planning practices that protect life and property from the effects of flooding, storm surge and related impacts of sea level rise and that protect the long-term financial viability of the City.

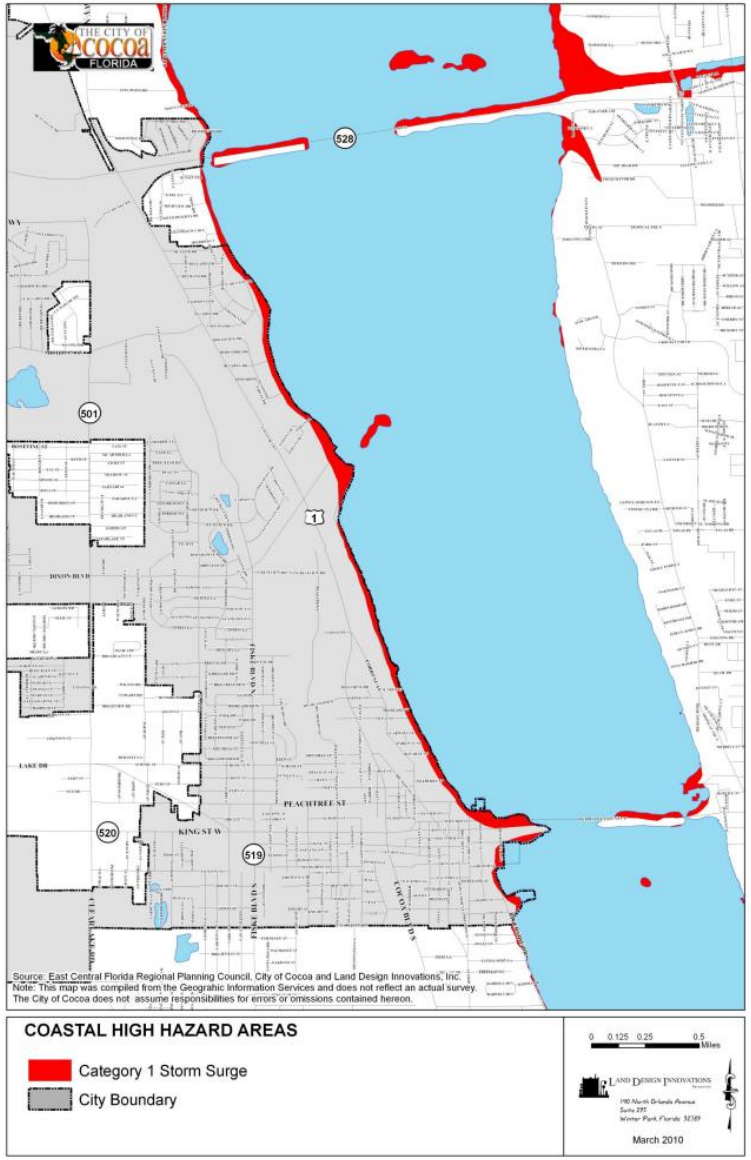
Policy 9.2.2.1: All new development and redevelopment shall be consistent with, or more stringent than, the flood resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.

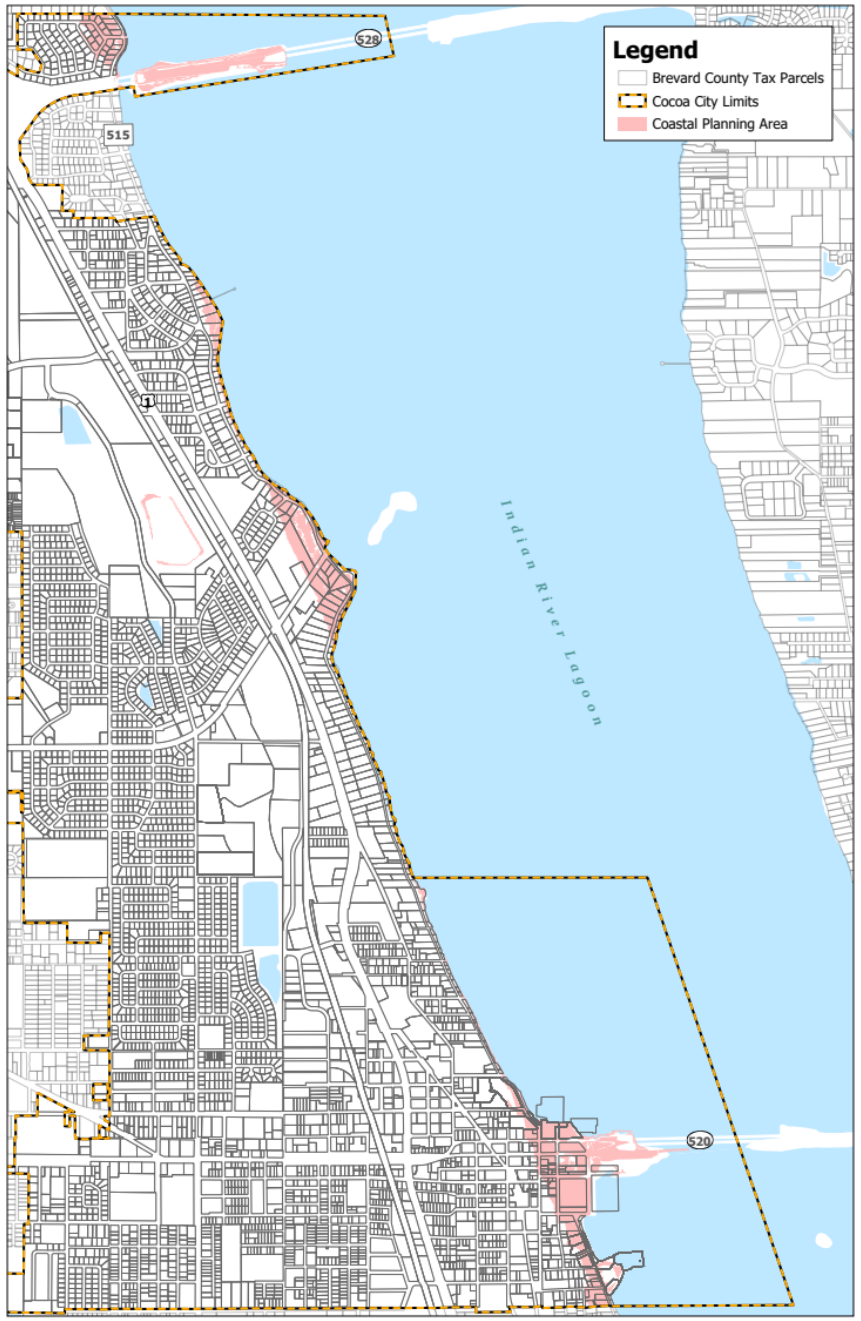
Policy 9.2.2.2: The City shall require site development techniques that encourage more efficient and climate resilient development practices that include, but are not limited to:

- Low impact development techniques on private and public property that provide for site design, engineering and stormwater management to reduce stormwater runoff, encourage greater onsite storage, reuse or absorption and mitigate flood impacts such as pervious pavement, native vegetation, rain gardens or barrels, etc.
- Prioritization of living shoreline installation and maintenance.
- Allowance of specialized fortification techniques as recommended by the Florida Green Building Council.

Additionally, the City shall continue to further explore standards that increase the City's coastal resiliency, such as requiring development to build at least three feet above the area's Base Flood Elevation or reducing the development's total amount of required parking while increasing the facility's potential for water absorption and retention.

Map M-IX-2: Coastal High Hazard Area





CM-1: Coastal Planning Area Map

From:	Kristin Lortie
To:	Carie Shealy
Cc:	Stockton Whitten; Carie Shealy
Subject:	eMeeting Comment Submitted for October 25, 2022 City Council Meeting
Date:	Tuesday, October 25, 2022 4:50:13 PM
Attachments:	2022.10.25 eComment for City of Cocoa Council Meeting - Delegations and Noted Agenda Items.pdf

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Ms. Shealy,

The attached comment is being submitted for inclusion in tonight's meeting items, and with a request for inclusion in the meeting minute records.

The comment emailed this morning to Mayor Blake, Council Members Mr. Whitten, and yourself has been updated with the noted items:

- I removed the comment pertaining to the campaign contribution information request (after you addressed the request via email this morning);
- A new item was added, based on a second $500 donation made to Councilman Goins affecting a separate agenda item on tonight's agenda. This item objects to his participation in tonight's vote on the police department CRA plan revision included in Agenda item 22-638.

Can you confirm receipt of this email and the attached ecomment?

Regards,

Kristin Lortie, Cocoa Resident

October 25, 2022

Re: Citizen Concerns re: City of Cocoa Administration and request to be included in 10.25.22 City Council Meeting Minutes Record – Delegations and Multiple Agenda Items

Mayor Blake, Council Members, and City Manager Whitten,

I am writing to you to submit the following comments prior to tonight's council meeting. **These comments are requested to be included in the public record for the October 25, 2022 Council Meeting under Delegations Comments.**

Please note that the information request has been removed (information request regarding campaign contributions) after Clerk Shealy responded to my earlier email (also sent to your attention), and a new item added regarding Councilman Goins voting #3. Comments were not received from any Council Member nor City Manager Whitten prior to this writing.

10/25 Meeting Comments are as follows:

1. I OPPOSE the passing of agenda items 22-595 and 22-594, and which propose to increase the density of the proposed location on Indian River Drive from very low to medium density and changing the zoning from residential to multi-family.

There is documented concern about flooding impacts at this location, and the current proposals drastically change the planning efforts from the 2020-2030 comprehensive plan. Community comments will be presented at tonight's meeting further outlining these concerns.

Your votes on these items will have a long-term impact. Please vote **NO** on agenda items 22-594 and 22-595 ordinances to change the zoning and increase the density on the .59 acre Indian River Drive parcel.

2. I OBJECT to Councilman Goins voting on agenda items 22-594 and 22-595 zoning change and future use ordinances. Councilman Goins campaign reporting reflect that he has received a $500 sizable campaign contribution from the developer interest in this matter. If Councilman Goins has not already returned the donation, he should abstain from the voting to avoid the public perception of a conflict of interest. See next page for the contribution reporting that reflects the $500 contribution.

3. I OBJECT to Councilman Goins voting on agenda item 22-638, after receiving a $500 campaign donation from a business that directly benefits from the additional police presence provided in this agenda item (see next page).

4. I OBJECT to Chief Collier's decision to reassign K9 Copper to another Cocoa officer, rather than to retire him with Officer Hattaway after their many years of service together. Officer Hattaway is a respected officer and community figure. There are several reportings on this act as a retaliatory act toward Officer Hattaway from individuals close to the matter.

The City of Cocoa should rise above the appearance of petty retaliatory actions, and the matter should be diplomatically resolved by reuniting Copper and Officer Hattaway, and without the need for further public outcry.

5. I SUPPORT the City of Cocoa in conducting an independent investigation into what is going on in the police department by a reputable independent agency, and in Council members calling for this investigation. This would assist residents in understanding the matter and in trusting the information provided.

6. I SUPPORT council members in requiring annual performance evaluations for City Manager Whitten, and that began his tenure in October 2020, be completed on an annual basis as per his contract agreement with the City of Cocoa. Mr. Whitten has not had his first evaluation with the city despite beginning his currently beginning his 3rd year of service.

Council members ongoing public silence on this matter reflects negligence in your duties in your administration of the city charter. If any of you have publicly called for Mr. Whitten's evaluation during a council meeting as a meeting agenda item, please do inform me of same.

In closing, I request to be updated on any matters stated above that I am in error about, and with any feedback on items noted. Your individual and collective choices affect residents perceptions on how things are going with your leadership in the City of Cocoa.

Regards,
Kristin Lortie, Cocoa Resident

Campaign Record of Councilman Alex Goins Campaign Donation of $500 from a Developer that may benefit from proposed Ordinance Changes in the City of Cocoa agenda items 22-594 and 22-595

A second $500 donation noted is from Mr. Biondini, downtown business owner who benefits from the additional police presence noted in Agenda item 22-638.

CAMPAIGN TREASURER'S REPORT – ITEMIZED CONTRIBUTIONS

RECEIVED
Office of the City Clerk
SEP 21 2022
Time: 10:53am

(1) Name James Alex Goins (2) I.D. Number

(3) Cover Period 08 / 1 / 22 through 08 / 31 / 22 (4) Page 1 of 1

(5) Date / (6) Sequence Number	(7) Full Name (Last, Suffix, First, Middle) Street Address & City, State, Zip Code	(8) Contributor Type	(8) Occupation	(9) Contribution Type	(10) In-kind Description	(11) Amendment	(12) Amount
08 / 15 / 22	Private Property Development P.O. Box 1077 Cocoa, FL 32923	B		CHE			500.00
08 / 31 / 22	Smith, Joe 918 Levitt Parkway Rockledge, FL 32955	I		CHE			50.00
08 / 11 / 22	Rooke, Connie Melbourne, FL	I		CHE			100.00
08 / 22 / 22	Jones, David Palm Bay, FL	I		CHE			25.00
08 / 22 / 22	Biondini, Marino Cocoa, FL	I		CHE			500.00
08 / 25 / 22	Alexander, Amarin Rockledge, FL	I		CHE			100.00
/ /							

DS-DE 13 (Rev. 11/13) SEE REVERSE FOR INSTRUCTIONS AND CODE VALUES

Legislation Details (With Text)

File #:	23-87	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	2/1/2023			**In control:**	City Council
On agenda:	2/14/2023			**Final action:**	
Title:	Proclamation: Proclaiming the Month of February, 2023 as "Black History Month". (Mayor Blake)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Black History Month 2023.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 1, 2023
Agenda Date: February 14, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Proclamation: Proclaiming the Month of February, 2023 as "Black History Month". (Mayor Blake)

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Proclamation: Proclaiming the Month of February, 2023 as "Black History Month".

powered by Legistar™

PROCLAMATION

WHEREAS, *during Black History Month, we celebrate the many achievements and contributions made by African-Americans to our economic, cultural, spiritual, and political development; and*

WHEREAS, *established by American historian Carter G. Woodson, the original celebration of Black History Week was observed on February 12, 1926. In 1976, as part of the nation's bicentennial, the week was expanded to a month; and*

WHEREAS, *the Black History Month 2023 theme, "Black Resistance," explores how "African Americans have resisted historic and ongoing oppression, in all forms, especially the racial terrorism of lynching, racial pogroms and police killings," since the nation's earliest days; and*

WHEREAS, *our Country's and State's black leaders and Cocoa's own esteemed African American citizens & leaders of past and present continue to forage through these times, building our nation and improving our city making it a better place for all to live and thrive; and*

WHEREAS, *it is also important to remember those civil rights pioneers like Dr. Martin Luther King, Jr. and Rosa Parks, who broke down racial barriers and inspired our nation, as well as the Reverend C.K. Steele of Tallahassee, Harry and Harriette Moore of Brevard County, Reverend H.K. Matthews of Pensacola, and other leaders who worked to promote justice and equal rights for all Americans regardless of race; and*

WHEREAS, *as we celebrate Black History Month, we recognize the many contributions of African-Americans to our country and recommit to being a nation of opportunity and hope for every citizen.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim the month of February 2023 as:*

"Black History Month"

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 14th day of February, 2023

Michael C. Blake

Mayor

ATTEST:

Carie Smalley

City Clerk

Legislation Details (With Text)

File #:	23-103	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	2/9/2023			**In control:**	City Council
On agenda:	2/14/2023			**Final action:**	
Title:	Proclamation: Proclaiming "Stone Funeral Home 100 Years of Service to the City of Cocoa". (Councilmember Goins)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Stone Funeral Home 100th Anniversary.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 9, 2023
Agenda Date: February 14, 2023
Prepared By: Carie Shealy, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Proclamation: Proclaiming "Stone Funeral Home 100 Years of Service to the City of Cocoa".

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

RECOMMENDED MOTION:

Proclamation: Proclaiming "Stone Funeral Home 100 Years of Service to the City of Cocoa".

PROCLAMATION

WHEREAS, *Stone Funeral Home was established by Richard Enoch Stone in 1923, in Cocoa, Florida and in later years, Magnolia Street was changed to Stone Street in order to honor Richard Stone. In 1937, the business was moved to its present location on King St. and later, a second location was opened in Melbourne, Florida; and*

WHEREAS, *Richard Stone's son, Rudy, worked with his father for over fifty years until his death in 1985 and then he continued to grow the family business with high values in mind; and*

WHEREAS, *Currently, Stone Funeral Homes are managed by Jan Stone, who is the wife of the late Rudy Stone, and she continues to run the business in order to offer support to the community; and*

WHEREAS, *the Stone's opened this family business in order to offer an experience that provides comfort to families in their times of need and they understand the importance of guiding a family through the process of honoring the life of loved ones; and*

WHEREAS, *the year 2023 marks 100 years that the Stone Funeral Home has been an integral part of the Cocoa community and their legacy and values of being founded on "Family" will always shine through as they continue to provide services and support to Brevard County.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim 2023 as the:*

"100th Anniversary of Stone Funeral Home"

CITY OF COCOA CORPORATE SEAL FLORIDA

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 14th day of February, 2023

_____

Mayor

ATTEST:

_____

City Clerk

Legislation Details (With Text)

File #:	23-66	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	1/23/2023			**In control:**	City Council
On agenda:	2/14/2023			**Final action:**	
Title:	Approve a Resolution Amending the FY2023 Budget, BAF 23-040-T, transferring a portion of the SLFRF funds allocated to an IT Server Upgrade (AR4SRV) to another Server Upgrade (AR23SH) and Fiber Ring Improvements (AR4NG), and also transferring allocated funds into the correct SLFRF Capital Account - Infrastructure and IT Hardware. Included in the Budget Amendment, is a Budget Transfer within the General Fund, from a Capital Hardware Account (IT23SH), to a Repairs and Maintenance Operating Account. (Chief Technology Officer)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget transfer breakdown summary.jpg BAF 23-040-T-IT-Fund Server Host CSLFRF (2-14-23) Agenda 23-66.pdf Budget Resolution FY 2023- ADA Compliant.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 23, 2023
Agenda Date: February 14, 2023
Prepared By: Robert Beach, Chief Technology Officer
Requested Action:
Approve a Resolution Amending the FY2023 Budget, BAF 23-040-T, transferring a portion of the SLFRF funds allocated to an IT Server Upgrade (AR4SRV) to another Server Upgrade (AR23SH) and Fiber Ring Improvements (AR4NG), and also transferring allocated funds into the correct SLFRF Capital Account - Infrastructure and IT Hardware. Included in the Budget Amendment, is a Budget Transfer within the General Fund, from a Capital Hardware Account (IT23SH), to a Repairs and Maintenance Operating Account.

BACKGROUND:

The City Council previously approved ARPA funding for IT hardware in the amount of $283,265 and fiber optic construction in the amount of $121,000 as well as a capital purchase of $45,000 for a network server.

Cost estimates for project AR4RNG were gathered in 2020 utilizing the City's fiber optic contract with Danella Construction. Since the time of the estimates, the City's contract had expired, was rebid and is currently pending award. Based on the results of the RFP, fiber optic construction costs have increased anywhere from 30% to 100%+ on various items and components which would result in a

budget shortfall for project AR4RNG. Additionally, it was determined that the City's capital purchase of the network server would be eligible for ARPA funding based on the contract that was utilized. The total cost of the server was $43,813.

Upon completion of project AR4SRV, there was a remaining project balance of $78,620. After moving the qualifying server purchase of $43,813 to new project AR23SH, there would a remaining balance of $34,807 in AR4SRV. This balance will be reallocated to project AR4RNG to help compensate for the expected increase in fiber optic construction costs. Additionally, the original budget allocation of $45,000 in capital IT Hardware for the server (project IT23SH) will be transferred to the operating Repairs and Maintenance account to cover higher than expected technology maintenance expenses.

City staff requests these budget amendment and transfers be approved by Cocoa City Council.

STRATEGIC PLAN CONNECTION:
n/a

BUDGETARY IMPACT:
2023 Budget Transfers # 23-040-T.
See the Attached Form for the Adjustments

PREVIOUS ACTION:
City Council previously approved ARPA project funding and FY23 CIP budget.

RECOMMENDED MOTION:
Approve a Resolution Amending the FY2023 Budget, BAF 23-040-T, transferring a portion of the SLFRF funds allocated to an IT Server Upgrade (AR4SRV) to another Server Upgrade (AR23SH) and Fiber Ring Improvements (AR4NG), and also transferring allocated funds into the correct SLFRF Capital Account - Infrastructure and IT Hardware. Included in the Budget Amendment, is a Budget Transfer within the General Fund, from a Capital Hardware Account (IT23SH), to a Repairs and Maintenance Operating Account.

Amount	Project	Account #	Notes
(43,813)	IT23SH	001-1203-516.64-15	
43,813		001-1203-516.46-00	
(43,813)	AR4SRV	130-1203-516.64-15	
43,813	AR23SH	130-1203-516.64-15	New project #
(34,807)	AR4SRV	130-1203-516.64-15	
34,807	AR4RNG	130-1203-516.63-00	
(121,000)	AR4RNG	130-1203-516.64-15	Added per CG
121,000	AR4RNG	130-1203-516.63-00	Added per CG

City of Cocoa Budget Adjustment Form FY 2023 - 23-040-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: IT-1203 | DATE PREPARED: 01/26/23

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 43,813)	130-1203-516.64-15	AR4SRV	IT Hardware	$ 95,000	$ 85,331	$ 41,518	$ 43,813
($ 34,807)	130-1203-516.64-15	AR4SRV	IT Hardware	$ 0	$ 0	($ 34,807)	$ 0
($ 43,813)	001-1203-516.64-15	IT23SH	IT Hardware	$ 0	$ 0	($ 43,813)	$ 0
($ 121,000)	130-1203-516.64-15	AR4RNG	IT Hardware	$ 0	$ 0	($ 121,000)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 243,433)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 43,813	130-1203-516.64-15	AR23SH	IT Hardware	$ 226,670	$ 236,240	$ 280,053	$ 107,624
$ 34,807	130-1203-516.63-00	AR4RNG	Infrastructure	$ 0	$ 0	$ 34,807	$ 0
$ 43,813	001-1203-516.46-00		Repairs & Maintenance	$ 0	$ 0	$ 43,813	$ 0
$ 121,000	130-1203-513.63-00	AR4RNG	Infrastructure	$ 0	$ 0	$ 121,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 243,433	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Due to the nature of server host vmware upgrade, this project is eligible to use CSLFRF funding. After completion of AR4SRV there is $78,620 unspent funding. We are requesting to use $43,813 of available budget from the AR4SRV project to transfer and fund the server host project AR23SH. The remaining $34,807 unspent budget from AR4SRV we are requesting to be transferred to our Fiber ring project (AR4RNG) that was quoted higher than originally expected.
Additionally, funding the server host project with CSLFRF funding will make available funding in General fund that will allow us to help cover the unexpected cost of the SAN maintenance. In order to fund these maintenance costs we would like to transfer unspent budget for IT23SH to repairs & maintenance. Agenda 23-66

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** 02/14/23 ***RESOLUTION #:***

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

2/1/23	Digitally signed by Robert Beach Date: 2023.02.01 13:58:11 -05'00'	2/1/23	Colleen Campbell Digitally signed by Colleen Campbell Date: 2023.02.01 14:10:03 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
2/1/23	Digitally signed by Robert Beach Date: 2023.02.01 13:58:24 -05'00'	2/2/23	Lora Howell Digitally signed by Lora Howell Date: 2023.02.02 09:47:55 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 12/8/22 - IT

RESOLUTION NO. 2023-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The 2022-2023 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, at the Budget Workshop assembled on the 14th day of February, 2023

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	23-67	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	1/23/2023			**In control:**	City Council
On agenda:	2/14/2023			**Final action:**	
Title:	Approve Amendment #3 of Purchase Agreements to RFQ-17-16-COC, Continuing Service Agreements with DRMP, Inc. and Mead & Hunt, Inc. for Engineering Services for Design, Permitting, and Services During Construction of Utility Conveyance System Upgrades & Expansion. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Mead and Hunt Agreement.pdf Hazen Sawyer Agreement.pdf Bussen Mayer Agreement.pdf Bussen Mayer assignment letter.pdf Cocoa Transition Letter (BMEG).pdf 2nd Amendment RFQ No. 17-16-COC H&S.pdf 2nd Amendment to RFQ No. 17-16-COC DRMP.pdf 2nd Amendment to RFQ No. 17-16-COC M&H.pdf 3rd AMENDMENT FOR Mead and Hunt 1.24.23.pdf Mead and Hunt Master Certificate.pdf 3rd Amendment DRMP.pdf DRMP COI.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 23, 2023
Agenda Date: February 14, 2023
Prepared By: Katherine Ennis, P.E., Deputy Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Amendment #3 of Purchase Agreements to RFQ-17-16-COC, Continuing Service Agreements with DRMP, Inc. and Mead & Hunt, Inc. for Engineering Services for Design, Permitting, and Services During Construction of Utility Conveyance System Upgrades & Expansion.

BACKGROUND:

On August 25, 2017, Purchasing sent out four hundred seven (407) invitations and notifications to bid and received nine (9) responses from thirty-two (32) plan holders. The RFQ Selection Committee members reviewed the responses and a publicly noticed Selection Committee meeting was held on

November 1, 2017, at 2:00 p.m. A consensus was reached to recommend to City Council the following for approval and authorize the City Manager and City Attorney to negotiate three separate contracts with the three selected firms listed below:

- DRMP, Inc., Merritt Island (formerly Bussen-Mayer Engineering Group, Inc.)
- Mead & Hunt, Inc., Port Orange
- Hazen and Sawyer, P.C., Orlando

An agreement was entered into on February 23, 2018, with DRMP, Inc. (formerly Bussen-Mayer Engineering Group, Inc.) for three years, with the option to renew the agreement for up to two additional one-year renewal periods with the same terms and conditions. The first amendment to the agreement was entered into on February 23, 2021, to renew the agreement for the first of two optional renewal periods. The second amendment to the agreement was entered into on February 23, 2022, to renew the agreement for the second of two optional renewal periods through February 22, 2023.

An agreement was entered into on February 23, 2018, with Mead & Hunt, Inc. for three years, with the option to renew the agreement for up to two additional one-year renewal periods. The first amendment to the agreement was entered into on February 23, 2021, to renew the agreement for the first of two optional renewal periods. The second amendment to the agreement was entered into on February 23, 2022, to renew the agreement for the second of two optional renewal periods through February 22, 2023.

An agreement was entered into on April 25, 2018, with Hazen and Sawyer, P.C. for three years, with the option to renew the agreement for up to two additional one-year renewal periods with the same terms and conditions. The first amendment to the agreement was entered into on April 25, 2021, to renew the agreement for the first of two optional renewal periods. The second amendment to the agreement was entered into on April 25, 2022, to renew the agreement for the second of two optional renewal periods through April 24, 2023.

Staff currently has advertised RFQ Q-23-12-COC, Engineering Services for Design, Permitting, and Services During Construction of Utility Conveyance System Upgrades & Expansion to replace the current agreement as they have no remaining renewal periods. This process will not be complete before the existing contracts expire. Staff is requesting a temporary extension (Amendment #3) of the DRMP and Mead & Hunt contracts to May 31, 2023 and no changes to the contract date for Hazen and Sawyer. This will allow the department to have contracts in place while we complete the advertising and award of the new posting.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	N/A

PREVIOUS ACTION:

February 22, 2022 - Approval of the Second Amendment to Purchase Agreements to RFQ-17-16-COC, Continuing Service Agreements with DRMP, Inc. and Mead & Hunt, Inc. for Engineering Services for Design, Permitting, and Services During Construction of Utility Conveyance System Upgrades & Expansion

RECOMMENDED MOTION:

To Approve Amendment #3 of Purchase Agreements to RFQ-17-16-COC, Continuing Service Agreements with DRMP, Inc. and Mead & Hunt, Inc. for Engineering Services for Design, Permitting, and Services During Construction of Utility Conveyance System Upgrades & Expansion.

CONTINUING SERVICES AGREEMENT

Engineering Design, Permitting & Services For
Construction of Utility Conveyance Systems Upgrades & Expansion

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 23rd day of February 2018, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Mead & Hunt, Inc.**, a foreign corporation authorized to do business in Florida ("Engineer"), whose address is 2440 Deming Way, Middleton, WI 53562-1562.

WITNESSETH:

WHEREAS, City desires to obtain engineering design, permitting and services for construction of utility conveyance systems upgrades and expansion from time to time on an as-needed, task oriented basis; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, Engineer participated in the selection and negotiation process; and

WHEREAS, Engineer is willing to provide such utility engineering services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the

following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Engineer" shall mean Bussen-Mayer Engineering Group, Inc., a Florida corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Engineer or Engineer's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Engineer and Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Attachment "A"**, and send the thus

developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional engineering services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for engineering services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services related to conveyance projects. Utility conveyance projects will be related to water supply pipelines; potable water transmission and distribution pipeline systems, storage and pump stations; wastewater collection and force main pipelines, and transfer/lift stations; and reclaimed water storage and pumping systems, transmission and distribution pipeline systems. The Services that are required for conveyance projects shall include, but are not limited to, the following:

1. Planning Evaluations/Studies
2. Geotechnical Investigations
3. Land Surveying Services/Aerial Photography
4. GIS Support
5. Materials Testing
6. Condition Assessment of Pipelines and Conveyance Systems
7. Public Information Assistance
8. Cost Estimating Services
9. Grants assistance and state/federal funding assistance
10. Permitting Services
11. SCADA services per the City's Control Systems Configuration Standards
12. Design Services
    (a) 30 percent design completion submittals

(b) 60 percent design completion submittals
(c) 90/100 percent design completion submittals

13. Bidding Support Services
14. Construction Phase Services
    a) Engineering Services During Construction such as shop drawing review, responses to requests for information and progress meetings
    b) Periodic site visits
    c) Testing
    d) Certification of construction
    e) Record drawings
    f) Resident engineer, if required
    g) Construction management and inspection, if required
    h) Startup assistance/training
    i) O&M Manual Preparation, if required.
15. Additional services as requested

Projects types that may be presented for Engineer evaluation may include, but are not limited to:

- **Project Type A-Potable water distribution pipeline project**. The project shall involve new installation or upgrade/rehabilitation of potable water distribution pipeline(s). The project shall include pipeline(s) less than 20-inches in diameter and greater than 1,000 feet of installed pipe.
- **Project Type B- Water transmission pipeline project**. The project shall involve new installation or upgrade/rehabilitation of water transmission pipeline(s), carrying either raw or finished potable water. The project shall include pipeline(s) greater than or equal to 20-inches in diameter and greater than 1,500 feet of installed pipe.
- **Project Type C- Condition assessment.** The project shall involve determining appropriate testing methods, implementing a testing plan and assessing results to determining remaining life of an asset.
- **Project Type D-Wastewater collection or transmission pipeline project.** The project shall involve new installation or upgrade/rehabilitation of a wastewater collection system (gravity) or transmission pipeline (force main). The project shall include a minimum of 500 feet of pipe installed within public rights of way.
- **Project Type E-Wastewater lift station or water pump station project.** The project shall involve a new or upgraded wastewater lift station or water pump station project. Lift station or water pump station projects shall have at least two pumps. The firm capacity of the station shall be a minimum of 300 gallons per minute.

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in Engineer's Response to the City's Request for Qualifications, which is attached hereto as

Exhibit "A" and fully incorporated herein by this reference.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and Engineer shall be compensated for said services in accordance with the terms of Section 5.0 herein. All change orders shall be authorized in writing by City's and Engineer's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Engineer shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Engineer without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by Engineer's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and

consultants employed by Engineer to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that billed Engineer by the independent professional associates and consultants. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by Engineer from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness or expert services rendered by Engineer's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Engineer or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Engineer.

5.6 Errors and Deficiencies. Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Engineer's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer's performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Engineer's remedy

for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a specific Task Order shall constitute a release of all claims for payment which the Engineer may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Engineer prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Engineer or to any remedies the City may pursue with respect to such claims.

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Engineer.

6.2 No inspection, review, or observation shall relieve Engineer of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Engineer shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Engineer reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, Engineer shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

b. The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 combined single limit bodily injury and minimum $50,000.00 property damage as the combined single limit for each occurrence to protect the Engineer from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

d. The Engineer shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day

advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

10.4 Independent Associates and Consultants. All independent associates and consultants employed by Engineer to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Engineer shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Engineer represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, Engineer shall indemnify, hold harmless, and defend City, its officers, directors, employees, agents assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Engineer may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Engineer shall transfer to

the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Engineer shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

a. Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

b. Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

15.2 If, upon receiving written approval from City, any part of this Agreement is subcontracted by Engineer, Engineer shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

15.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Engineer, which shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Engineer, prior to the commencement of any Work by the subcontractor, Engineer shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Engineer shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement, without incurring penalty, and to rescind all rights and privileges associated with this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or

b. Engineer is adjudicated bankrupt or makes any assignment for the benefit of creditors or Engineer becomes insolvent, or is unable or unwilling to pay its debts; or

c. Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

d. Engineer has committed any act of fraud upon the City; or

e. Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement; or

f. Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

17.2 Notwithstanding the aforementioned, in the event of a default by Engineer, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0; (b) Engineer fails to comply with any condition or provision of this Agreement; or (c) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy City may have under this Agreement.

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any term, condition or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 City and Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Engineer:
Mead & Hunt, Inc.
Attention: David King, P.E.
4401 Eastport Park Way
Port Orange, FL 32127
(386)761-6810 Phone
(386)761-3977 Fax

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

31.2 Either party may change the notice address by providing the other party written notice of the change.

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 Engineer hereby represents and warrants to the City the following:

a. Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, costs or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of the

Engineer in performance or non-performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification and defense, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

34.2 Engineer shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Engineer's breach caused by other persons employed by the Engineer in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions.

34.3 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting,

noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

35.2 The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City;

c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment; and

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than Engineer's undersigned representative's execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA

By: _____

Print Name/Title: John A. Titkanich, Jr., City Manager

ATTEST:

By: _____
Carie Shealy, City Clerk

City of Cocoa SEAL

ENGINEER:

MEAD & HUNT, INC.

By: david.king@meadhunt.com Digitally signed by david.king@meadhunt.com DN: cn=david.king@meadhunt.com Date: 2018.02.08 15:07:06 -05'00'

Print Name/Title: David King, P.E., Vice President/Business Unit Leader

EXHIBIT A
Engineer's Response to City's Request for Qualifications

MEAD & HUNT, Inc.
Billing Rate Schedule
Effective January 1, 2018

Standard Billing Rates

Clerical/Construction Project Representative (Inspector)/Grant Funding Specialist/ SUE Technician	$68.00 / hour
Technician I (CAD/GIS Technician)	$83.00 / hour
Technician II (Production Manager/Construction Services Manager	$102.00 / hour
Engineer I (Engineer Intern)	$112.00 / hour
Senior Engineer (Professional Engineer)	$146.00 / hour
Senior Project Engineer (Project Manager)	$167.00 / hour
Senior Associate, Principal	$183.00 / hour

Equipment Rates

SUE Vacuum Excavator	$660.00 per day
SUE Ground Penetrating Radar	$165.00 per day
SUE Truck	$330.00 per day

Expenses

Out-of-Pocket Direct Job Expenses such as reproductions, sub-consultants/contractors, etc.	Actual Cost

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Invoicing is on a monthly basis for work performed.

This schedule of billing rates is effective January 1, 2018 and will remain in effect until December 31, 2018, subject to the terms and conditions in the Agreement.

CONTINUING SERVICES AGREEMENT

Engineering Design, Permitting & Services For Construction of Utility Conveyance Systems Upgrades & Expansion

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 25th day of April 2018, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Hazen and Sawyer, P.C.**, a New York corporation authorized to do business in Florida ("Engineer"), whose address is 919 Lake Baldwin Lane, Suite 200, Orlando, FL 32814.

WITNESSETH:

WHEREAS, City desires to obtain engineering design, permitting and services for construction of utility conveyance systems upgrades and expansion from time to time on an as-needed, task oriented basis; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, Engineer participated in the selection and negotiation process; and

WHEREAS, Engineer is willing to provide such engineering services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the

following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Engineer" shall mean Hazen and Sawyer, P.C., a Florida corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Engineer or Engineer's independent professional associates and consultants which are directlyrelated to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Engineer and Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Attachment "A"**, and send the

developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional engineering services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for engineering services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services related to conveyance projects. Utility conveyance projects will be related to water supply pipelines; potable water transmission and distribution pipeline systems, storage and pump stations; wastewater collection and force main pipelines, and transfer/lift stations; and reclaimed water storage and pumping systems, transmission and distribution pipeline systems. The Services that are required for conveyance projects shall include, but are not limited to, the following:

1. Planning Evaluations/Studies
2. Geotechnical Investigations
3. Land Surveying Services/Aerial Photography
4. GIS Support
5. Materials Testing
6. Condition Assessment of Pipelines and Conveyance Systems
7. Public Information Assistance
8. Cost Estimating Services
9. Grants assistance and state/federal funding assistance
10. Permitting Services
11. SCADA services per the City's Control Systems Configuration Standards
12. Design Services
    (a) 30 percent design completion submittals

(b) 60 percent design completion submittals
(c) 90/100 percent design completion submittals

13. Bidding Support Services
14. Construction Phase Services
    a) Engineering Services During Construction such as shop drawing review, responses to requests for information and progress meetings
    b) Periodic site visits
    c) Testing
    d) Certification of construction
    e) Record drawings
    f) Resident engineer, if required
    g) Construction management and inspection, if required
    h) Startup assistance/training
    i) O&M Manual Preparation, if required.
15. Additional services as requested

Projects types that may be presented for Engineer evaluation may include, but are not limited to:

- **Project Type A-Potable water distribution pipeline project**. The project shall involve new installation or upgrade/rehabilitation of potable water distribution pipeline(s). The project shall include pipeline(s) less than 20-inches in diameter and greater than 1,000 feet of installed pipe.
- **Project Type B- Water transmission pipeline project**. The project shall involve new installation or upgrade/rehabilitation of water transmission pipeline(s), carrying either raw or finished potable water. The project shall include pipeline(s) greater than or equal to 20-inches in diameter and greater than 1,500 feet of installed pipe.
- **Project Type C- Condition assessment.** The project shall involve determining appropriate testing methods, implementing a testing plan and assessing results to determining remaining life of an asset.
- **Project Type D-Wastewater collection or transmission pipeline project.** The project shall involve new installation or upgrade/rehabilitation of a wastewater collection system (gravity) or transmission pipeline (force main). The project shall include a minimum of 500 feet of pipe installed within public rights of way.
- **Project Type E-Wastewater lift station or water pump station project.** The project shall involve a new or upgraded wastewater lift station or water pump station project. Lift station or water pump station projects shall have at least two pumps. The firm capacity of the station shall be a minimum of 300 gallons per minute.

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in Engineer's Response to the City's Request for Qualifications, which is attached hereto as

Exhibit "A" and fully incorporated herein by this reference.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and Engineer shall be compensated for said services in accordance with the terms of Section 5.0 herein. All change orders shall be authorized in writing by City and Engineer's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Engineer shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Engineer without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by Engineer's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the provisions in this Agreement shall prevail.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and

consultants employed by Engineer to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that billed Engineer by the independent professional associates and consultants. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by Engineer from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness or expert services rendered by Engineer's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Engineer or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Engineer.

5.6 Errors and Deficiencies. Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Engineer's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer's performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Neither the Engineer, nor the City shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Engineer's remedy

for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a specific Task Order shall constitute a release of all claims for payment which the Engineer may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Engineer prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Engineer or to any remedies the City may pursue with respect to such claims.

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Engineer.

6.2 No inspection, review, or observation shall relieve Engineer of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Engineer shall be responsible for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Engineer reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, Engineer shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City in the minimum amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

b. The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 combined single limit bodily injury and minimum $50,000.00 property damage as the combined single limit for each occurrence to protect the Engineer from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

d. The Engineer shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day

advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

10.4 Independent Associates and Consultants. All independent associates and consultants employed by Engineer to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph unless otherwise approved by the city manager.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Engineer shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by public authorities at the time services are performed. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Engineer represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 INFRINGEMENT

All Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, Engineer shall indemnify, hold harmless, and defend City, its officers, directors, employees, agents, and authorized servants from and against any and all liability, including expenses, and reasonable attorney's fees for actual or alleged infringement of any patent, copyright, or trademark resulting from the Services performed under this Agreement. Notwithstanding the foregoing, Engineer may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if Engineer does not transfer the records to the City. Upon completion of the Agreement, Engineer

shall transfer to the City, at no cost, all records in possession of the Engineer or keep and maintain public records required by the City to perform the service. If the Engineer transfers all public records to the City upon completion of the Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

a. **Reuse of Documents.** All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

b. **Ownership of Documents.** The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

c. **Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

15.2 If, upon receiving written approval from City, any part of this Agreement is subcontracted by Engineer, Engineer shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

15.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Engineer, which shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Engineer, prior to the commencement of any Work by the subcontractor, Engineer shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Engineer shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement, without incurring penalty, and to rescind all rights and privileges associated with this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or

b. Engineer is adjudicated bankrupt or makes any assignment for the benefit of creditors or Engineer becomes insolvent, or is unable or unwilling to pay its debts; or

c. Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

d. Engineer has committed any act of fraud upon the City; or

e. Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement; or

f. Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

17.2 Notwithstanding the aforementioned, in the event of a default by Engineer, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City up to the termination date. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0; (b) Engineer fails to comply with any condition or provision of this Agreement; or (c) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy City may have under this Agreement.

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any term, condition or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 City and Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Engineer:
Hazen and Sawyer, P.C.
Attention: Joseph Franko, PE
919 Lake Baldwin Lane, Suite 200
(407) 367-2626 Phone
(407) 367-2627 Fax

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

31.2 Either party may change the notice address by providing the other party written notice of the change.

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 Engineer hereby represents and warrants to the City the following:

a. Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall defend, indemnify and hold the City, its elected officials, officers, employees, agents, and authorized volunteers harmless from any and all claims, injuries, damages, losses, costs or suits, including reasonable attorney fees, arising out of or resulting from the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the

Engineer and other persons employed or utilized by the Engineer in performance or non-performance of this Agreement, except for injuries and damages caused by the negligence, or willful or wanton or intentional conduct of the City or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct or omissions of the Engineer or any of the Engineer's contractors, subcontractors or sub-subcontractors, or agents of any tier or their respective employees.

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification and defense, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

34.2 Engineer shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Engineer's breach caused by other persons employed by the Engineer in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions.

34.3 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

34.4 Limitation of Liability of Individuals – To the extent provided and PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF HAZEN AND SAWYER SHALL NOT BE HELD INDIVIDUALLY LIABLE.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as

onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting,

noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

35.2 The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City;

c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment; and

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than Engineer's undersigned representative's execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA

By: _____

Print Name/Title: John A. Titkanich, Jr.
AICP, ICMA-CM

ENGINEER:

HAZEN AND SAWYER, P.C.

By: _____

Print Name/Title: Albert Muniz, PE
Vice President

ATTEST:

By: _____
Carie Shealy, City Clerk

EXHIBIT A
Engineer's Response to City's Request for Qualifications

Exhibit A

Hazen and Sawyer

2018 Billing Rates for City of Cocoa, Florida
Continuing Engineering Services Agreement
Construction of Utility Conveyance Systems Upgrades & Expansion

[illegible]	[illegible]
Vice President	$225
Senior Associate	$210
Associate	$176
Senior Principal Engineer	$159
Principal Engineer	$120
Assistant Engineer	$105
Senior Principal Designer	$144
Principal Designer	$111
Senior Designer	$95
Administrative Support	$70

Labor Category Descriptions

[illegible]	[illegible]	[illegible]
Vice President	Principal Director, part owner in the company. Capable of making contractual and legal decisions on behalf of the firm.	30+
Senior Associate	Engineer responsible for contract negotiations, technical and administrative project management.	18+
Associate	Engineer responsible for full technical delivery of the project. Coordinates with client staff on all technical matters. Directs various disciplines and subconsultant's to produce deliverables.	12-18
Sr. Principal Engineer	Engineer responsible for developing and coordinating smaller projects, supervising and coordinating a small group of engineers.	7-12
Principal Engineer	Engineer, must have a PE license. Designs and coordinates parts of projects.	5-7
Assistant Engineer	Engineer with an EIT certificate. Assists with design and coordination with designers.	0-5
Sr. Principal Designer	Manages designers from an entire region.	15+
Principal Designer	Demonstrated knowledge of design concepts. Plans, develops, and directs entire technical drafting/design groups.	10-15
Senior Designer	Advanced CADD proficiency. Performs non-routine and complex drafting assignments.	5-10
Administrative Support	Experienced secretarial or administrative staff. Duties include document management and word processing.	5-20

Note: All copies, reproduction, subconsultant work, material or equipment purchases shall be pass-through cost only without mark-up

Travel is reimbursable at IRS rate for employees and specialists outside the Orlando office only.

4/19/18

Hazen Hazen and Sawyer
2101 NW Corporate Blvd., Suite 301
Boca Raton, FL 33062 • 561-997-8070

To: CITY OF COCOA

Date: April 18, 2018

Address: 351 Shearer Boulevard
Cocoa, Florida 32922

Job: Continuing Services Agreement

Attention: Jack Walsh, PE, Utilities Director

We Are Sending You:
☒ **Herewith** ☐ Under Separate Cover
☐ Reports ☐ Tracings ☐ Prints
☐ Shop Drawings ☐ Specifications
☐ Samples ☒ **Contracts** ☐ Other

Sent By:
☐ Blue Printer ☐ Hold for Pickup
☐ Hand Delivered ☐ Mail
☐ UPS ☒ **Federal Express**

No.	DATE	DESCRIPTION
2	4/18/18	Partially Executed Original Continuing Service Agreement

Remarks: Mr. Walsh, We are pleased to submit two signed original agreements, and ask that one original be returned to the address listed above for internal distribution. Note that the Billing Rates sheet has been labeled as "Exhibit A" per your request. Please let us know if you have any questions and we look forward to working with you on your pending tasks.

Transmitted:
☒ **At Your Request**
☐ For Your Information
☐ For Your Comments
☐ For Your Approval
☐ For Distribution
☐ For Correction
☐ Furnish as Submitted
☐ Furnish as Corrected
☐ Revise and Resubmit

Copies to:
Albert Muniz, PE
Joe Franko, PE
Fred Holmes, PE

File:

Very truly yours,
HAZEN AND SAWYER

By: Teresa M. McNally
Teresa McNally, Administrator

CONTINUING SERVICES AGREEMENT

Engineering Design, Permitting & Services For
Construction of Utility Conveyance Systems Upgrades & Expansion

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 23rd day of February 2018, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Bussen-Mayer Engineering Group, Inc.**, a Florida corporation ("Engineer"), whose address is 100 Parnell Street, Suite A, Merritt Island, Florida 32953.

WITNESSETH:

WHEREAS, City desires to obtain engineering design, permitting and services for construction of utility conveyance systems upgrades and expansion from time to time on an as-needed, task oriented basis; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, Engineer participated in the selection and negotiation process; and

WHEREAS, Engineer is willing to provide such utility engineering services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the

following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Engineer" shall mean Bussen-Mayer Engineering Group, Inc., a Florida corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Engineer or Engineer's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Engineer and Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Attachment "A"**, and send the thus

developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional engineering services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for engineering services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services related to conveyance projects. Utility conveyance projects will be related to water supply pipelines; potable water transmission and distribution pipeline systems, storage and pump stations; wastewater collection and force main pipelines, and transfer/lift stations; and reclaimed water storage and pumping systems, transmission and distribution pipeline systems. The Services that are required for conveyance projects shall include, but are not limited to, the following:

1. Planning Evaluations/Studies
2. Geotechnical Investigations
3. Land Surveying Services/Aerial Photography
4. GIS Support
5. Materials Testing
6. Condition Assessment of Pipelines and Conveyance Systems
7. Public Information Assistance
8. Cost Estimating Services
9. Grants assistance and state/federal funding assistance
10. Permitting Services
11. SCADA services per the City's Control Systems Configuration Standards
12. Design Services
    (a) 30 percent design completion submittals

(b) 60 percent design completion submittals
(c) 90/100 percent design completion submittals

13. Bidding Support Services
14. Construction Phase Services
    a) Engineering Services During Construction such as shop drawing review, responses to requests for information and progress meetings
    b) Periodic site visits
    c) Testing
    d) Certification of construction
    e) Record drawings
    f) Resident engineer, if required
    g) Construction management and inspection, if required
    h) Startup assistance/training
    i) O&M Manual Preparation, if required.
15. Additional services as requested

Projects types that may be presented for Engineer evaluation may include, but are not limited to:

- **Project Type A-Potable water distribution pipeline project**. The project shall involve new installation or upgrade/rehabilitation of potable water distribution pipeline(s). The project shall include pipeline(s) less than 20-inches in diameter and greater than 1,000 feet of installed pipe.
- **Project Type B- Water transmission pipeline project**. The project shall involve new installation or upgrade/rehabilitation of water transmission pipeline(s), carrying either raw or finished potable water. The project shall include pipeline(s) greater than or equal to 20-inches in diameter and greater than 1,500 feet of installed pipe.
- **Project Type C- Condition assessment.** The project shall involve determining appropriate testing methods, implementing a testing plan and assessing results to determining remaining life of an asset.
- **Project Type D-Wastewater collection or transmission pipeline project.** The project shall involve new installation or upgrade/rehabilitation of a wastewater collection system (gravity) or transmission pipeline (force main). The project shall include a minimum of 500 feet of pipe installed within public rights of way.
- **Project Type E-Wastewater lift station or water pump station project.** The project shall involve a new or upgraded wastewater lift station or water pump station project. Lift station or water pump station projects shall have at least two pumps. The firm capacity of the station shall be a minimum of 300 gallons per minute.

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in Engineer's Response to the City's Request for Qualifications, which is attached hereto as

Exhibit "A" and fully incorporated herein by this reference.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and Engineer shall be compensated for said services in accordance with the terms of Section 5.0 herein. All change orders shall be authorized in writing by City's and Engineer's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Engineer shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Engineer without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by Engineer's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and

consultants employed by Engineer to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that billed Engineer by the independent professional associates and consultants. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by Engineer from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness or expert services rendered by Engineer's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Engineer or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Engineer.

5.6 Errors and Deficiencies. Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Engineer's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer's performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Engineer's remedy

for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a specific Task Order shall constitute a release of all claims for payment which the Engineer may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Engineer prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Engineer or to any remedies the City may pursue with respect to such claims.

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Engineer.

6.2 No inspection, review, or observation shall relieve Engineer of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Engineer shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Engineer reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, Engineer shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

b. The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 combined single limit bodily injury and minimum $50,000.00 property damage as the combined single limit for each occurrence to protect the Engineer from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

d. The Engineer shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day

advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

10.4 Independent Associates and Consultants. All independent associates and consultants employed by Engineer to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Engineer shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Engineer represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, Engineer shall indemnify, hold harmless, and defend City, its officers, directors, employees, agents assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Engineer may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Engineer shall transfer to

the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Engineer shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

a. **Reuse of Documents.** All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

b. Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

15.2 If, upon receiving written approval from City, any part of this Agreement is subcontracted by Engineer, Engineer shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

15.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Engineer, which shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Engineer, prior to the commencement of any Work by the subcontractor, Engineer shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Engineer shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement, without incurring penalty, and to rescind all rights and privileges associated with this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or

b. Engineer is adjudicated bankrupt or makes any assignment for the benefit of creditors or Engineer becomes insolvent, or is unable or unwilling to pay its debts; or

c. Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

d. Engineer has committed any act of fraud upon the City; or

e. Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement; or

f. Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

17.2 Notwithstanding the aforementioned, in the event of a default by Engineer, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0; (b) Engineer fails to comply with any condition or provision of this Agreement; or (c) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy City may have under this Agreement.

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any term, condition or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 City and Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Engineer:
Bussen-Mayer Engineering Group, Inc.
Attention: Joseph W. Mayer, P.E.
100 Parnell Street, Suite A
Merritt Island, FL 32953
(321) 453-0010 Phone

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

31.2 Either party may change the notice address by providing the other party written notice of the change.

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 Engineer hereby represents and warrants to the City the following:

a. Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, costs or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of the

Engineer in performance or non-performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification and defense, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

34.2 Engineer shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Engineer's breach caused by other persons employed by the Engineer in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions.

34.3 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting,

noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

35.2 The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City;

c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment; and

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than Engineer's undersigned representative's execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA

By: _____

Print Name/Title: John A. Titkanich Jr., City Manager

ATTEST:

By: _____
Carie Shealy, City Clerk

ENGINEER:

BUSSEN-MAYER ENGINEERING GROUP, INC.

By: _____

Print Name/Title: Joseph W. Mayer President

EXHIBIT A
Engineer's Response to City's Request for Qualifications

ATTACHMENT "A"

BUSSEN-MAYER ENGINEERING GROUP, INC.
STANDARD HOURLY RATES

Position	Rate
Chief Design Engineer	$135.00
Project Manager	$115.00
Project Engineer	$ 95.00
Surveyor	$105.00
Ecologist	$ 80.00
Engineer-Expert Witness	$150.00
Engineering Technician	$ 85.00
AutoCAD Technician	$ 70.00
2-Man Survey Crew	$100.00
Construction Inspector	$ 65.00
Clerical/Office Assistant	$ 45.00

Bussen-Mayer Engineering Group
100 Parnell St • Merritt Island, FL 32953
Phone 321/453-0010 • Fax 321/454-6885

Letter of Transmittal

To: City of Cocoa Utilities Dept.
Attn: John "Jack" Walsh, P.E., Director
351 Shearer Blvd
Cocoa, FL 32922
(Hand delivered)

Date	Job no.
02/12/18	402201

City of Cocoa Utilities Department

Copies	Description
1	Executed Contract w/ Attachment "A" hourly rates

These are transmitted:

- x For approval
- x For your use
- x As requested
- For review & comment

Comments:

Jack,
Let me know of you have any questions. Our proposed rates did not change from the previous contract.

Copy to:

Signed:

Joseph W. Mayer, P.E./ President

Bussen - Mayer Engineering Group, Inc.

City of Cocoa
Attn: John "Jack" Walsh, P.E., Director
65 Stone Street
Cocoa, Florida 32922
Jwalsh@cocoafl.org

August 19, 2021

RE: Continuing Services Agreement for Engineering Design, Permitting & Services for Construction of Utility Conveyance Systems Upgrades & Expansion (the "***Agreement***"), dated February 23, 2018, by and between the City of Cocoa ("***you***") and Bussen-Mayer Engineering Group, Inc. (the "***Company***" or "***we***")

Dear Mr Walsh:

Please consider this as notice that the Company intends to enter into an Asset Purchase Agreement with DRMP, Inc., a Florida corporation ("***DRMP***"), whereby the Company will sell substantially all of its assets to DRMP, subject to the satisfaction of certain conditions (the "***Proposed Transaction***"). It is currently anticipated that the Proposed Transaction, if consummated, would occur on or before September 1, 2021.

On behalf of the Company, I am writing to advise you that, in connection with the Proposed Transaction, the Agreement would be assigned to DRMP (the "***Assignment***"), pending your acceptance. Upon consummation of the Assignment, all of the current terms and conditions of the Agreement will remain unchanged.

So that all parties can be assured of the continued, uninterrupted performance of all rights and obligations under the Agreement, in accordance with the terms thereunder, the Company requests that you consent to the Assignment, to the extent that such Agreement may require, and that you waive any notices or other requirements related to the Assignment.

By signing below, you hereby consent to the Assignment regardless of any condition or restriction thereon set forth in the Agreement, waive any right to terminate the Agreement as a result of the Proposed Transaction, and also agree and acknowledge that the Agreement will remain in full force and effect following the Assignment.

Please acknowledge your receipt of this letter and your consent to these matters by signing where indicated below and emailing a copy to the undersigned at Joe@bmeg.net. We kindly ask that you respond to this request by **SEPTEMBER 15, 2021.** This letter may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

Your consent will become effective as of immediately prior to the effective date of the Proposed Transaction. If for any reason the Proposed Transaction does not occur, this letter and your consent hereunder will have no force or effect.

It has been the Company's honor and privilege to serve you for so many years. We are confident that the merger of our employees with the DRMP team will only serve to make us stronger and better suited to address the work associated with this Contract. We look forward to continuing our relationship with you through DRMP. If you have any questions regarding the foregoing, please do not hesitate to contact me at 321-453-0010.

Thank you in advance for your prompt attention to this matter.

Very truly yours,

BUSSEN-MAYER ENGINEERING GROUP, INC.

Joseph W. Mayer, P.E.
President

Acknowledged and Agreed:

[THIRD PARTY]

By: _____
Name: Stockton Whitten
Title: City Manager

Date: October 12, 2021

Bussen - Mayer Engineering Group, Inc.

August 31, 2021

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, FL 32922

RE: BMEG ACQUISITION BY DRMP

To Whom it May Concern:

It is with much excitement that I am writing to announce to you that Bussen-Mayer Engineering Group, Inc. (BMEG) will be merging with and acquired by Dyer, Riddle, Mills, Precourt, Inc. (DRMP). This acquisition is scheduled to occur on or about September 1, 2021. I would like to sincerely thank you for being a valued and important client to BMEG. The employees of BMEG will continue in their current roles for the new DRMP team. We will still be located at 100 Parnell Street in Merritt Island. I would like to stress that all existing contracts and projects currently being worked on by BMEG will be honored by DRMP. In addition, during our transition period I will continue to assist in managing the overall operations of the new DRMP Merritt Island office, and oversee/manage projects currently under contract. It is our intention to make this transition as seamless and easy as possible for our clients, and I will be available to address your concerns, and assist with completing your project, as we originally intended.

We believe that our merger and acquisition with DRMP will help the Merritt Island office to be stronger, more technologically competitive, and more responsive to our Clients with the additional support provided from the resources of DRMP. We are looking forward to this transition process and to working with you on future projects as DRMP. We again thank you for your faith and commitment through the years to BMEG. It was our privilege and honor to serve you.

IF YOU ARE RECEIVING AN INVOICE FOR AUGUST SERVICES WITH THIS LETTER, PLEASE REMIT TO BMEG, ALONG WITH ANY PREVIOUS UNPAID INVOICES. THE INVOICE FOR SEPTEMBER SERVICES, AND ALL FUTURE INVOICES, SHOULD BE REMITTED TO DRMP, INC.

If you have any questions regarding this information, please feel free to contact me at 321-453-0010.

Sincerely,
BUSSEN-MAYER ENGINEERING GROUP, INC.

Joseph W. Mayer, P.E.
President

cc: Mark Puckett, P.E., DRMP

100 PARNELL STREET • MERRITT ISLAND, FL 32953 • PH.: (321) 453-0010
FAX.: (321) 454-6885 • E-MAIL: bussenmayer@bmeg.net • WEBSITE: www.bmeg.net

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICE AGREEMENT
2nd AMENDMENT
Hazen and Sawyer, P.C.
RFQ No. 17-16-COC

This SECOND Amendment to the Continuing Service Agreement for Engineering Design, Permitting & Services for Construction of Utility Conveyance Systems Upgrades & Expansions is made between the City of Cocoa and Hazen and Sawyer, P.C., 919 Lake Baldwin Lane, Suite 200, Orlando, FL, 32814.

The agreement entered into on April 25, 2018, is hereby amended to renew for the second of two (2) renewal options available under the original contract documents for twelve (12) additional months, commencing on April 25, 2022 and terminating on April 24, 2023.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Renewal Notice for Contract.

Hazen and Sawyer, P.C.	**CITY OF COCOA**
By: Albert Muniz, PE	**By:** Michael C. Blake
(Print Name)	(Print Name)
Vice President	Mayor
(Title)	(Title)
Albert Muniz 1/3/22	Michael C. Blake 2-22-2022
Signature / Date	Signature / Date

Attested by:
Carie Shealy
City Clerk

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Jack Walsh, Director, Utilities

SCANNED

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICE AGREEMENT
2nd AMENDMENT
DRMP, INC.
RFQ No. 17-16-COC

This SECOND Amendment to the Continuing Service Agreement for Engineering Design, Permitting & Services for Construction of Utility Conveyance Systems Upgrades & Expansions is made between the City of Cocoa and DRMP, Inc, formerly Bussen-Mayer Engineering Group, Inc., 100 Parnell Street, Suite A, Merritt Island, FL, 32953.

The agreement entered into on February 23, 2018, is hereby amended to renew for the second of two (2) renewal options available for twelve (12) additional months, commencing on February 23, 2022 and terminating on February 22, 2023.

The agreement is also amended to change the name of acquired company Bussen-Mayer Engineering Group, Inc, to DRMP, Inc. which the City of Cocoa acknowledged on October 12, 2021. All references to Bussen-Mayer Engineering Group, Inc. are now replaced with DRMP, Inc..

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Renewal Notice for Contract.

DRMP, INC.	**CITY OF COCOA**
By: Mark E. Puckett, P.E.	**By:** Michael C. Blake
(Print Name)	(Print Name)
Vice President	Mayor
(Title)	(Title)
Mark Puckett 12/29/21	Michael C. Blake 2-22-2022
Signature / Date	Signature / Date

Attested By:
Carie Shealy
City Clerk

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Jack Walsh, Director, Utilities

SCANNED

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICE AGREEMENT
2nd AMENDMENT
Mead & Hunt, Inc
RFQ No. 17-16-COC

This SECOND Amendment to the Continuing Service Agreement for Engineering Design, Permitting & Services for Construction of Utility Conveyance Systems Upgrades & Expansions is made between the City of Cocoa and Mead & Hunt, Inc., 4401 Eastport Park Way, Port Orange FL, 32127.

The agreement entered into on February 23, 2018, is hereby amended to renew for the second of two (2) renewal options for twelve (12) additional months, commencing on February 23, 2022 and terminating on February 22, 2023.

The agreement is further amended to accept and incorporate the updated 2022 billing rate schedule attached herein as Exhibit A. Updated rates will be valid on all task orders issued on or after February 23, 2022.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Renewal Notice for Contract.

Mead & Hunt, Inc	**CITY OF COCOA**
By: David King, PE	**By:** Michael C. Blake
(Print Name)	(Print Name)
Vice President / Unit Leader	Mayor
(Title)	(Title)
2/2/2022	2-22-2022
Signature / Date	Signature / Date

Attested by:
Carie Shealy
City Clerk

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Jack Walsh, Director, Utilities

SCANNED

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Email: csavage@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICE AGREEMENT
3rd AMENDMENT
Mead & Hunt, Inc
RFQ No. 17-16-COC

This THIRD Amendment to the Continuing Service Agreement for Engineering Design, Permitting & Services for Construction of Utility Conveyance Systems Upgrades & Expansions is made between the City of Cocoa and Mead & Hunt, Inc., 4401 Eastport Park Way, Port Orange FL, 32127.

The agreement entered into on February 23, 2018, is hereby amended to extend for three (3) additional months, commencing on February 23, 2023, and terminating on May 31, 2023.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Renewal Notice for Contract.

MEAD & HUNT, INC	**CITY OF COCOA**
By: David King (Name) Printed	**By:** Michael C. Blake (Name) Printed
Vice President (Title)	Mayor (Title)
Signature 1/24/23 Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Katherine D. "Katie" Ennis, P.E., Utilities Deputy Director
Christine Savage, Junior Buyer & Contract Specialist

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Holmes Murphy Associates/CSDZ,LLC
225 South Sixth Street
STE 1900
Minneapolis MN 55402

CONTACT NAME: Allie Darling
PHONE (A/C, No, Ext): 612-322-6041 **FAX (A/C, No):**
E-MAIL ADDRESS: adarling@csdz.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Insurance	37885
INSURER B : Zurich American Insurance Company	16535
INSURER C : American Guarantee & Liability Ins. Co.	26247
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MEAHUNPC
Mead & Hunt, Inc.
2440 Deming Way
Middleton, WI 53562

COVERAGES **CERTIFICATE NUMBER:** 1566968040 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY**			GLO138723300	7/1/2022	7/1/2023	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Cont Liab Per						MED EXP (Any one person)	$ 50,000
	X Policy Form/XCU						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] OTHER:							$
B	**AUTOMOBILE LIABILITY**			BAP138723100	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X **UMBRELLA LIAB** [X] OCCUR			AUC095226000	7/1/2022	7/1/2023	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	[ ] DED [X] RETENTION $ 0							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			WC138723300	7/1/2022	7/1/2023	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Property			CPP182316700	7/1/2022	7/1/2023	Bldg/BPP: $21,406,735	BI: $15,000,000
A	Professional Liability			DPR9995754	7/1/2022	7/1/2023	Per Claim:	$10,000,000
							Per Aggregate:	$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Master Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Email: csavage@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICE AGREEMENT
3rd AMENDMENT
DRMP, INC.
RFQ No. 17-16-COC

This THIRD Amendment to the Continuing Service Agreement for Engineering Design, Permitting & Services for Construction of Utility Conveyance Systems Upgrades & Expansions is made between the City of Cocoa and DRMP, Inc., formerly Bussen-Mayer Engineering Group, Inc., 100 Parnell Street, Suite A, Merritt Island, FL, 32953.

The agreement entered into on February 23, 2018, is hereby amended to extend for three (3) additional months, commencing on February 23, 2023, and terminating on May 31, 2023.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Renewal Notice for Contract.

DRMP, INC.	**CITY OF COCOA**
By: Scott Nickle	**By:** Michael C. Blake
(Name) Printed	(Name) Printed
Vice President	Mayor
(Title)	(Title)
Scott Nickle 1/24/23	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Katherine D. "Katie" Ennis, P.E., Utilities Deputy Director
Christine Savage, Junior Buyer & Contract Specialist

Client#: 1048632 DRMPINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	PHONE (A/C, No, Ext): 813 321-7500	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Company	25615
INSURER B : Travelers Property Cas. Co. of America	25674
INSURER C : Travelers Indemnity Company of CT	25682
INSURER D : Berkley Insurance Company	32603
INSURER E :	
INSURER F :	

INSURED
DRMP, Inc.
941 Lake Baldwin Lane
Orlando, FL 32814

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X	X	6801P107763	12/12/2022	12/12/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	8102R888359	12/12/2022	12/12/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10,000	X	X	CUP7957Y581	12/12/2022	12/12/2023	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB9J160752	12/12/2022	12/12/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Professional Liability			AEC905562103	06/20/2022	06/20/2023	$5,000,000 per claim $5,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability coverage is written on a claims-made basis.

Re: Re: Continuing Services Agreement for Engineering Design, Permitting & Services for Construction of Utility Conveyance Systems Upgrades & Expansion

The general Liability, automobile liability and umbrella policies include an automatic additional insured endorsement that provides additional insured status to the City of Cocoa, only when there is a written

(See Attached Descriptions)

CERTIFICATE HOLDER

City of Cocoa
Utilities Department
65 Stone Street
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

contract that requires such status and only with regard to work performed on behalf of the named insured including completed and ongoing operations on per project basis, coverage is primary and non contributory. Waiver of subrogation in favor of the additional insured applies to all policies listed above as required by written contract. Thirty (30) days prior written notice of cancellation except 10 days for non payment of premium will be given on all policies listed above.

Legislation Details (With Text)

File #:	23-88	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	2/1/2023			**In control:**	City Council
On agenda:	2/14/2023			**Final action:**	
Title:	Approve Danella Construction Corporation of Florida, Inc. and Morse Communications, Inc. as the selected vendors for award of Invitation to Bid ITB# B-23-05-COC, Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance. Authorize the City Manager to execute purchasing contracts with Danella Construction Corporation of Florida, Inc. and Morse Communications, Inc. in response to ITB# B23-05-COC. (Chief Technology Officer)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	B-23-05-COC-A Fiber Optic Network Agreement.pdf B-23-05-COC-B Fiber Optic Network Agreement.pdf ITB B-23-05-COC Fiber Optic Network .pdf ITB Price Schedule.pdf Danella Construction.pdf Danella Correction to Bid.pdf Morse Communications.pdf Group 4 Rev - Morse Pricing.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 1, 2023
Agenda Date: February 14, 2023
Prepared By: Robert Beach, Chief Technology Officer
Requested Action:
Approve Danella Construction Corporation of Florida, Inc. and Morse Communications, Inc. as the selected vendors for award of Invitation to Bid ITB# B-23-05-COC, Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance. Authorize the City Manager to execute purchasing contracts with Danella Construction Corporation of Florida, Inc. and Morse Communications, Inc. in response to ITB# B23-05-COC.

BACKGROUND:

Recently, the City's contract with Danella Construction Corporation of Florida, Inc. had expired on January 23, 2023, leaving the City without a contractor for fiber optic network construction and maintenance. The Information Technology Department staff solicited Invitation to Bid B-23-05-COC on December 14, 2022, for future fiber optic and multi-pair network cabling, equipment, materials, supplies, installation, and maintenance.

ITB# B-23-05-COC is divided into six (6) sections, falling into four (4) skill set groups. Bidders were not required to bid on all groups but were required to bid on all items in all sections within each group. The sections and groups are:

Group	Skill Set	Section(s)
1	System Design & Engineering Labor	100
2	OSP Construction Conduit, Pull Boxes, and Junction Boxes	200, 202
3	Fiber Optic Cable, Preterm Drops, Splicing Terminations, Communication Cabinets, and Construction	201 Items 1-11, 203
4	Multi-Pair Cables	201 Items 12-15

Bids were due on January 17, 2023. Four submittals were received in response to the solicitation. The submittals were reviewed and ranked based on capability and pricing as indicated in the ITB. Staff requests Council approval of Danella Construction Corporation of Florida, Inc. for groups 1, 2, and 3 and Morse Communications, Inc. for group 4 as the chosen vendors for ITB# B-23-05-COC. A summary of the bid breakdown is shown below:

	Bid Price (Avg Unit Cost for Gr					
Bidder	**Grp 1**	**Grp 2**	**Grp 3**	**Grp 4**	**Award**	**Comments**
Danella Construction Corp	$103.50	$382.95	$131.85	No Bid	X	Groups 1, 2, and
Morse Communications Inc.	$121.00	No Bid	No Bid	$122.21	X	Group 4 only
Precision Contracting Services	$174.00	$503.85	$454.46	$119.28		Bid Withdrawn
Atlantic Electrical Systems	$139.00	No Bid		$155.56		Bid Rejected

Staff requests Council approval and to authorize the City Manager to execute a contract with the selected vendors. The contract will be for three (3) years with two (2), one (1) year renewal options for a total not to exceed five (5) years. There is no budgetary impact at this time as the contracts will be utilized as needed. Use of the contract through task order issuance will occur if/when budget is in place for projects. Any future Purchase Orders with costs that exceed the City Manager's signing authority will be presented for Council approval.

STRATEGIC PLAN CONNECTION:

Purchasing contracts with qualified vendors to provide fiber optic and multi-pair network cabling, equipment, materials, supplies, installation, and maintenance will reduce the time needed to begin and complete future fiber and multi-pair projects. These projects will improve the City's effectiveness and responsiveness to its residents and business partners by providing a stable and secure network infrastructure. The contractual pricing provided through this contract will allow the city to control long-term costs consistent with the fiscal sustainability strategic issue.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Council previously awarded RFP# P-18-04-COC Fiber Optic Network Equipment, Material, Supplies, Installation, and Maintenance to Danella Construction Corporation of Florida, Inc. on January 23, 2018.

RECOMMENDED MOTION:

Approve Danella Construction Corporation of Florida, Inc. and Morse Communications, Inc. as the selected vendors for award of Invitation to Bid ITB# B-23-05-COC, Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance. Authorize the City Manager to execute purchasing contracts with Danella Construction Corporation of Florida, Inc. and Morse Communications, Inc. in response to ITB# B23-05-COC.

FIBER INSTALLATION AND MAINTENANCE AGREEMENT
B-23-05-COC-A

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the **CITY OF COCOA,** a Florida Municipal Corporation, ("**City**"), located at 65 Stone Street, Cocoa, Florida 32922, and **Danella Construction Corporation of Florida, Inc** a Florida Profit Corporation, authorized to conduct business in the State of Florida, whose principal address is 581 Washburn Road, Melbourne, FL 32934.

WITNESSETH:

WHEREAS, City has a need to obtain construction, installation, equipment supply, material supply, system design, maintenance services, and repair services related to the City's fiber optic network from time to time on an as-needed, task-oriented basis; and

WHEREAS, Contractor is willing and able to provide such services to the City under the terms and conditions of this Agreement as stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement for up to two additional one-year renewals. Such an extension shall only be by written amendment to this Agreement.

1.2 The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect upon the expiration of the term of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended occasionally, which shall constitute authorization for Contractor to provide the Services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said Date.

c. "Contractor" shall mean **Danella Construction Corporation of Florida** and its principals, employees, resident project representatives, and assistants.

d. "Public Record" shall have the meaning given in Section 119.011(1), Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Contractor or Contractor's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 of this Agreement, which sets forth the Work to be performed by Contractor under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages Contractor and Contractor agrees to perform the Services outlined in this Agreement for the stated fee arrangement. No prior representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES; RATE SCHEDULE

2.1 The City may make requests of Contractor to perform construction, installation, equipment and material supply, and maintenance and repair services on a "task" basis. A general Scope of Work, i.e., a broad list of the services that may be provided by Contractor is included in the City's **Invitation for Bid B-23-05-COC for Fiber Optic Network Equipment, Material, Supplies, Installation and Maintenance, dated December 14, 2022**, **incorporated herein by reference as Exhibit "A."** The Technical Specifications in Exhibit "A" shall be adhered to for any services performed pursuant to this Agreement**.** The services to be performed pursuant to each Task Order shall fall within the general Scope of Work attached hereto as Exhibit "A." Each phase of the Project shall be ordered by separate Task Order.

2.2 Fiber Construction, Installation, System Design, and Non-Emergency Maintenance and Repair Task Orders. When the City desires to enter into a specific Task Order, the City will communicate with Contractor, verbally or in writing, a general description of the task to be performed. Contractor will generate a detailed Scope of Work document, prepare a Schedule, add

a fee component (e.g., a not-to-exceed fee amount or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown shall consist of a list of major sub-tasks with corresponding cost breakdowns, including man-hour and/or unit price breakdowns if applicable, for all work to be performed. In no event shall the Task Order's total amount exceed those hourly rates and unit prices included in Contractor's cost schedule contained in its **RFP Response, dated January 17, 2023, which is incorporated by reference herein and attached as Exhibit "B."** The cost breakdown shall include all subcontractor or subconsultant work and the Task Proposal shall include the written price proposals from all subcontractors and subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by Contractor through a Task Order may contain written terms and conditions which are deemed supplemental to this Agreement.

2.3 Repair Task Orders. Repair task orders shall follow the same Task Order procedure as established in Section 2.2 above, except in the case of emergency repairs. As provided in Exhibit A, emergency repairs must be responded to as follows:

- Initial telephone/email response within one (1) hour of City's initial contact
- Initial repair forces on-site within four (4) hours of City's initial contact
- Equipment yard with supply of commonly used materials, tools, equipment, and vehicles within 75 miles of City of Cocoa
- Technicians (minimum 2) and Installers (minimum 2) living or reporting to an office within 75 miles of City of Cocoa

Given these rapid response times, a formal Task Order may not be prepared for emergency repairs. Emergency purchase procedures contained in the City's then-current Financial Operations Manual shall govern. Hourly rates and unit prices invoiced to the City for emergency repairs shall not exceed those contained in Exhibit "B."

2.4 Equipment Purchase Orders. The City may make request of Contractor to sell certain equipment or supplies listed in Exhibit "A" and Exhibit "B" on a "purchase order" basis. When the City desires to place a specific order for equipment, the City may communicate with Contractor, verbally or in writing, a general description of the equipment needed. Contractor will generate a detailed bid or quote document, including the schedule for delivery and price, and send the thus developed "Quote" to the City. For every Quote requested, at a minimum, Contractor shall include a price for the equipment that is no greater than the price included in its Cost Schedule in Exhibit "B." The City will review the Quote, and if the description is mutually acceptable, the City will issue a Purchase Order or, for purchases less than $1,500.00 or as otherwise provided in the City' Financial Operations Manual policy, may use a purchase card to make the purchase. The Purchase Order will contain terms which are deemed supplemental to this Agreement. Upon receipt of the signed Purchase Order or payment via purchase card, Contractor shall deliver the equipment

ordered therein.

2.5 For any Task Order accepted, the City will issue a notice to proceed to Contractor in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, Contractor shall perform the services set forth in the Task Order.

2.6 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other companies to provide services performed by Contractor herein. The City shall have no obligation to purchase equipment or solicit Task Order proposals from Contractor during the term of this Agreement. The need to construct projects, performs repairs, and purchase equipment shall be determined in the City's sole discretion. Further, the City shall have no obligation to purchase any particular amount of equipment in any Purchase Order or for the duration of this Agreement. No guarantee is expressed or implied as to quantities that will be ordered or amounts that will be spent during the contract period.

2.7 The maximum hourly rates and unit prices that can be charged under this Agreement by Contractor are set forth in **Exhibit "B."**

3.0 CONSTRUCTION TASKS

Construction Services shall be subject to the following requirements, except as otherwise provided herein. Construction Services shall include constructing conduit runs, constructing conduit runs simultaneously with installation of fiber, projects involving excavation of the right-of-way, pulling new fiber through existing conduit runs, and repairing major fiber cuts. Maintenance and minor fiber repairs, minor splicing, and replacement of supporting fiber facilities equipment involving mere access to existing infrastructure through handholes and other access points in the City's fiber optic network shall not be considered "Construction Services" herein.

3.1 Contractor shall furnish and be responsible for all labor, materials, supervision, transportation, and all other functions necessary or required for the Construction Services. Construction shall be in accordance with the plans and specifications approved by the City and subject to City inspection.

3.2 To the extent that Contractor provides Construction Services utilizing third parties, Contractor shall ensure that the subcontractor is willing to comply with the terms and conditions of this Agreement. Any construction contract between Contractor and the subcontractor must be immediately assignable to the City, upon the City's written request to Contractor and subcontractor, in the event that Contractor terminates this Agreement or Contractor defaults under any term and condition set forth in this Agreement. Such request shall be made by the City within seven (7) days of Contractor terminating this Agreement or default. The construction subcontractor shall be required to provide the City and its officials and employees with a written indemnification and hold harmless agreement in accordance with Florida Statutes for public construction contracts. The form

of said indemnification agreement shall be subject to approval of the City Attorney. Further, the construction subcontractor must provide current certificates of worker's compensation, general liability and automobile insurance as provided below in Section 11.0. The subcontractor must also comply with E-Verify regulations as outlined in Section 40.0 below. Except for fiber repairs, the construction subcontractor shall be required to post a one (1) year maintenance bond or cash bond, which shall be in an amount not less than ten percent (10%) of the cost of the work, in favor of the City in accordance with Florida Statutes for public construction projects. The form of said bonds shall be subject to approval of the City Attorney. Promptly after the execution of a Task Order where third party subcontractors may be utilized, Contractor shall provide to the City, in writing, a list of names of subcontractors proposed to perform work pursuant to the Task Order. Contractor shall not employ any subcontractor to whom the City may have reasonable objection. Contracts between Contractor and the subcontractor shall be consistent and in accordance with the terms of this Agreement. In the event any work under this Agreement is performed by a subcontractor, Contractor shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance. Nothing in this Agreement shall create any contractual relationship between the City and any subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor or other person or organization, except as otherwise required by law.

3.3 Except when accessing already existing conduit infrastructure, Contractor shall obtain utility locates and shall confirm the location of all nearby underground utilities within the construction route. Contractor shall: (a) visually spot via hand digging, or vacuum excavation where needed, all utilities running parallel to proposed construction routes that lie within three (3) feet of the route; and (b) visually spot all utilities running parallel to the proposed construction routes that lie within three to five feet of the route.

3.4 Contractor shall use a horizontal directional drill for the installation of conduit and shall monitor and record the alignment and depth readings provided by the drilling system and provide the City with a KML file identifying the GPS coordinates, as well as depth of the conduit at 30-foot intervals.

3.5 Upon completion of a Construction Services project, Contractor shall provide City with final maps, grids, construction and signed off As-Built drawings, as applicable, and other records reasonably requested by City.

3.6

For all Task Orders for Construction Services greater than $200,000, Contractor shall be required to execute a payment and performance bond in accordance with Florida Statutes for public construction projects. The form of said bonds shall be in accordance with Exhibit "C" attached to this Agreement. For Task Orders for Construction Services less than $200,000, execution of a performance and payment bond is not required unless the City requests such bond in writing when issuing the Task Order. If such a bond is requested, it shall be subject to approval of the City

Attorney and shall be included as an Exhibit to the Task Order. In the event no bond is requested by the City, prior to receiving the final payment hereunder shall be required to provide certification from all laborers, materialmen, and subcontractors that such laborers, materialmen, and subcontractors have no claims against Contract resulting from completion of the work identified in the Task Order. The Contractor shall provide a certified list of all subcontractors, laborers, and material suppliers to the City within twenty (20) days of receiving the Notice to Proceed with the work. This list shall be updated thereafter as necessary with a certified statement that the list and its updates include the names and addresses of all of those subcontractors, laborers, and material suppliers furnishing labor and/or material for the work.

3.7 Contractor shall conduct Acceptance Testing upon completion of construction as specified in Exhibit "A"**.** If upon inspection of the Acceptance Testing report the City determines that the fiber facilities are not performing in accordance with accepted industry standards or those specified in Exhibit "A", it shall provide Contractor with a written notice specifying any deficiencies in performance to be corrected ("Deficiency Notice"). If the City has given a Deficiency Notice, Contractor shall correct any such deficiencies at Contractor's sole cost. The City shall provide a notice of acceptance of the fiber facilities ("Acceptance"), in writing, when the test results demonstrate that the performance level of the fiber facilities is in conformance with industry standards.

3.8 Contractor shall be required to execute a Bill of Sale for installed conduit, fiber optic cables, and appurtenances thereto following Acceptance.

3.9 For Construction Services, the Task Order shall determine whether payment for the Services shall be made in lump sum upon Acceptance of the fiber facilities or in progress payments.

(a) For Construction Services, the Task Order may call for a lump sum payment upon Acceptance of the fiber facilities by the City after inspection. Prior to any payment, City shall require Contractor to furnish release of all liens from any unpaid work, labor, or materials with respect to Contractor's, its contractor's, or any subcontractor's performance under this Agreement, and/or receipt in full covering all work, labor, or materials for which a lien could be filed.

(b) For Construction Services, the Task Order may call for progress payments based on application for payments submitted to the City, by Contractor, as the work progresses. Progress payments may be withheld as provided in Section 3.10 below.

City shall withhold up to 5% of each progress payment made to the Contractor throughout the project in accordance with the Local Government Prompt Payment Act ("Act"). The retainage amount withheld may be released with the Final Payment after the issuance of the Final Completion Certificate. Consent of surety is required for final payment, if applicable. The City shall make final payment to Contractor within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall

not be due until Contractor has delivered to the City a complete release of liens arising out the contract, or receipt releases of lien fully covering all labor, materials and equipment for which a lien could be filed, or in the alternative a bond satisfactory to the City indemnifying him against such claims and Contractor has delivered all close-out documentation.

By making payments, the City does not waive any claims including but not limited to those relating to:

i. Faulty work appearing after substantial completion has been granted;

ii. Work that does not comply with the Contract Documents/plans and specifications approved by the City;

iii. Outstanding claims of liens; or

iv. Failure of Contractor to comply with any special guarantees required by the Contract Documents/plans and specifications approved by the City.

3.10 Payment may be withheld on account of: (1) defective labor, materials, and equipment not remedied upon a request to do so; (2) claims filed; (3) failure of Contractor to make proper payments to subcontractors; (4) Contractor not making prompt and proper payments for labor, materials, or equipment furnished it; (5) another contractor is damaged by an act for which Contractor is responsible; (6) in the opinion of the City, Contractor's work is not progressing satisfactorily; or (7) Contractor's failure to perform pursuant to the terms and conditions of this Agreement. Further, the City may withhold additional payment in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in a Task Order if Contractor is behind schedule and it is anticipated by OWNER that the Work will not be completed within the Contract Time. Any payment withheld by the City may be used by the City to remedy any of the above-mentioned conditions.

3.11 Contractor shall supervise and direct the Work using its best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all port, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the work hereunder.

(a) Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work site any unfit person or anyone not skilled in the task assigned hereunder.

(b) Contractor warrants to the City that all materials and equipment incorporated in the work will be new unless otherwise specified in the plans and specifications approved by the

City, and that all work will be of good quality, free from faults and defects, and conform with such plans and specifications. All work not conforming to these standards may be considered defective at the sole option of the City.

(c) Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure, at its own cost and expense, all permits, fees, and licenses necessary for the execution of the work.

(d) Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work, and shall immediately notify the City if and when Contractor believes the approved plans and specifications are at variance herewith.

(e) Contractor shall be solely responsible for any and all acts and omissions of Contractor and any of its employees, subcontractors, agents, and all other persons performing any of the work under this Agreement on behalf of or with Contractor.

(f) Contractor shall at all times keep the premises free from accumulation of waste materials and rubbish caused by Contractor's operations. At the completion of each phase of work, Contractor shall remove all waste materials and rubbish from and about the project site as well as Contractor's tools, construction equipment, machinery, and surplus materials. Contractor shall have the exclusive responsibility to keep the work site in a safe, secure, and orderly manner in accordance with construction industry standards.

(h) All materials stored on the job site shall remain the responsibility of Contractor until incorporated into the work.

3.12 In addition to any other remedy provided by law or in this Agreement, for Construction Services, if Contractor has defaulted or neglected to carry out the work in accordance with the approved plans and specifications; or has failed to perform any provision of this Agreement; or has violated a material provision of any regulation, order or rulings of any regulatory body having jurisdiction over this Agreement; or has committed any act of fraud upon the City; or has made a material misrepresentation of fact to the City while performing its obligations under this Agreement; or has acted grossly negligent in performing under this Agreement; the City may, after three (3) days written notice to Contractor and without prejudice to any other remedy it may have, terminate this Agreement or, at the City's option, the particular Task Order, and may at its option complete the work required hereunder by any means available and deduct the cost of completion from the price agreed upon in the Task Order, and if the unpaid balance of such price exceeds the expense of finishing the work, such excess shall be paid to Contractor, but if such expenses exceed such unpaid balance, Contractor shall pay the difference to the City's account. The City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

3.13 For Construction Services, Contractor shall indemnify and hold harmless the City, its elected officials, officers, employees, agents, engineer, and city attorneys (individually and in their official capacity), from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

Contractor specifically assumes potential liability for actions brought by Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, Contractor specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

3.14 The Contractor acknowledges that Contractor studied, considered, and included in Contractor's Bid Proposal all costs of any nature relating to: (1) performance of the Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

3.15 City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work is not substantially complete within the time specified in specific Task Orders, plus any extensions thereof allowed. City and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by City if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, City and Contractor agree that the City may establish an amount of liquidated damages for delay (but not as a penalty) in each Task Order. The liquidated damages established in any Task Order are intended to apply even if Contractor is terminated, in default, or if the Contractor has abandoned the Work. This provision binds Contractor's performance bond surety.

4.0 CHANGES IN THE SCOPE OF WORK

4.1 City may make changes in the Services at any time by giving written notice to Contractor. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Contractor will negotiate any change in total cost or schedule modifications. If the City and Contractor approve any change, the Task Order will be modified in writing to reflect the changes; and Contractor shall be compensated for said services in accordance with the terms of Article 6.0 herein. All Change Orders shall be authorized in writing by City's and Contractor's designated representative. Additions, elections, or deletions to the Work performed by Contractor without authorization of a signed Change Order shall not result in an adjustment in the contract price or time for the completion of the Work.

4.2 All of City's said Task Orders and amendments thereto shall be performed in strict

accordance with the terms of this Agreement insofar as they are applicable.

5.0 SCHEDULE

5.1 Contractor shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Contractor shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Contractor fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

5.2 No extension for completion of services shall be granted to Contractor without City's prior written consent, except as provided in Sections 4.1 and 20.1 herein.

5.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

6.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONTRACTOR

6.1 General Services. For basic and additional Services performed by Contractor's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0, 3.0, and 4.0 the City agrees to pay Contractor an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

6.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Contractor to render additional Services pursuant to paragraphs 2.0, 3.0, and 4.0 the City agrees to pay Contractor an amount equal to that billed Contractor by the independent professional associates and consultants. Prior to payment by the City, Contractor shall submit to the City a copy of any written invoice received by Contractor from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

6.3 Witness Services. For witness or expert services rendered by Contractor's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay Contractor or independent professional associate or consultant, which is used as a witness or expert,

an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Contractor shall be bound by any attorney-work product public records exemption laws and rules.

6.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes.

6.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Contractor.

6.6 Errors and Deficiencies. Contractor shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Contractor's services provided under this Agreement.

6.7 Payment Offsets. To the extent that Contractor owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge Contractor for any money owed to the City by Contractor.

6.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement, and Contractor shall remain liable to the City in accordance with applicable law for all damages to the City caused by Contractor's performance of any services provided under this Agreement.

6.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by Contractor, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Contractor shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption, or interruption caused by any delay. Contractor's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

6.10 Acceptance of Payment. Acceptance of final payment by Contractor for a specific Task Order shall constitute a release of all claims for payment which Contractor may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by Contractor prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against Contractor or to any remedies the City may pursue with respect to such claims.

6.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Contractor, Contractor agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by Contractor for any claims relating to the validity of a finding by the City of overpayment.

6.12 Partial Payments. Payment made to Contractor shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify Contractor of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

7.0 RIGHT TO INSPECTION

7.1 The City and its representatives shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous on-site inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive City's claim regarding defective work by Contractor. No inspector is authorized to change any provision of the specifications without written authorization of the City's Project Manager, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the Contract Documents.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the Contractor shall give the City timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the City's Project Manager will be promptly made.

If upon inspection such work is found not in accordance with the Contract Documents, the Contractor shall pay such cost, including compensation for professional services, and an appropriate deductive Change Order shall be issued.

7.2 No inspection, review, or observation shall relieve Contractor of its responsibilities under this Agreement.

8.0 PROGRESS MEETING

8.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

9.0 SAFETY

9.1 Contractor shall be solely and absolutely responsible and shall assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants), and subcontractors while performing Services provided hereunder.

10.0 REASONABLE ACCESS

10.1 During the term of this Agreement, City shall grant Contractor reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

11.0 INSURANCE

11.1 Liability Amounts. During the term of this Agreement, Contractor shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit per claim and $1,000,000 in the aggregate.

b. Contractor shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence and $2,000,000 in the aggregate to protect Contractor from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by Contractor or by anyone directly employed by or contracting with Contractor, and with a deductible not greater than $5,000.00 unless otherwise approved by the City Manager.

c. Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by Contractor or by anyone directly or indirectly employed by Contractor.

d. Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

11.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day

advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

11.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and Contractor by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that Contractor shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill Contractor. Contractor shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in article l0.l.b and l0.l.c as "additional insured." Contractor shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by Contractor in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify Contractor in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, Contractor shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

11.4 Independent Associates and consultants. All independent associates, consultants and subcontractors employed by Contractor to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

12.0 COMPLIANCE WITH LAWS AND REGULATIONS

12.1 Contractor shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

13.0 REPRESENTATIONS AND WARRANTIES

13.1 Contractor represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Contractor shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Contractor's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Contractor shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants or subcontractors (if any), and for the approval of submissions by authorities having jurisdiction over the services. Contractor's designated representative shall have the authority to act on Contractor's behalf with respect to the Services. In addition, Contractor's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise Contractor's professional judgment with respect to the Services. Contractor shall review laws, codes, and regulations applicable to Contractor's Services. Contractor's services and design shall comply with all applicable requirements imposed by all public authorities. Contractor represents and warrants that it is familiar with and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Contractor shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City or terminated by Contractor for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Contractor shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. Contractor represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

13.2 Contractor represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment. Contractor shall correct and remedy any work that fails to conform to the requirements of the approved plans and specifications where such failure to conform appears during the progress of the work. In addition, Contractor hereby warrants and guarantees that all materials, equipment or labor shall be free of defective workmanship for a period of one year from the date that all Certificates of Completion and a Certificate of Occupancy (if required) are issued by the City; or within such longer period of time as may be prescribed by law.

The provisions of this Paragraph apply to work done by subcontractors as well as to work done by direct employees of Contractor.

14.0 GUARANTEE AGAINST INFRINGEMENT

14.1 Contractor guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Contractor shall indemnify, hold harmless, and defend City, its officers, directors, employees, attorneys, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Contractor may elect to provide non-infringing services.

15.0 DOCUMENTS

15.1 Public Records. Pursuant to Florida Statutes Chapter 119 and other applicable public records laws, Contractor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or Contractor. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Contractor are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS , THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Contractor is required to and agrees to comply with public records laws. Contractor shall keep and maintain all public records required by the City to perform the services as agreed to herein. Contractor shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor, provided the

transfer is requested in writing by the City Clerk. Upon such transfer, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, Contractor shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Contractor of the request and Contractor shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If Contractor does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Contractor acknowledges that if Contractor does not provide the public records to the City within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes. Contractor acknowledges that if a civil action is filed against Contractor to compel production of public records relating to this Agreement, the court may assess and award against Contractor the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of Contractor, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Contractor to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of Contractor's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

a. Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by Contractor and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by Contractor, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to Contractor.

b. Ownership of Documents. The City and Contractor agree that upon payment of fees due to Contractor by the City for a particular design, report, inventory list, compilation, drawing,

specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Contractor in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. Contractor waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule, and other instrument produced by Contractor in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of Contractor or not.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Contractor shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

16.0 ASSIGNMENT

16.1 Contractor shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

16.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Contractor, Contractor shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

16.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Contractor who shall take immediate steps to remedy the situation.

16.4 If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any Work by the subcontractor, Contractor shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

17.0 INDEPENDENT CONTRACTOR

17.1 With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the City and Contractor is such that the Contractor is an independent contractor and not an agent of the City. The Contractor, its contractors, partners, agents, and their employees are independent contractors and not employees of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City, on one hand, and the Contractor, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City, on one hand, and any subcontractors hired by Contractor during the term of this Agreement.

18.0 DEFAULT BY CONTRACTOR AND CITY'S REMEDIES

18.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

(a) Except for construction services, Contractor defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case Contractor shall have such time as is reasonably necessary to remedy the default, provided Contractor promptly takes and diligently pursues such actions as are necessary therefor; or

(b) Contractor is adjudicated bankrupt or makes any assignment for the benefit of creditors or Contractor becomes insolvent, or is unable or unwilling to pay its debts; or

(c) Contractor has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

(d) Contractor has committed any act of fraud or any other unlawful act upon the City or another party; or

(e) Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

(f) Contractor has assigned this Agreement or any Task Order without the City's prior written consent.

(g) Notwithstanding the aforementioned, in the event of a default by Contractor, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

(h) In the event of such termination upon default and breach of this Agreement, any completed services performed by Contractor under this Agreement shall, at the option of the City, become the City's property and Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the City, and the City may withhold any payments to Contractor for the purpose of setoff until such time as the amount of damages due to the City from Contractor can be determined.

19.0 TERMINATION

19.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed to the satisfaction of the City prior to the effective date of termination.

20.0 FORCE MAJEURE

20.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving Contractor's labor force); extraordinary breakdown of or damage to City's equipment or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency, provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement.

21.0 GOVERNING LAW & VENUE

21.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

22.0 HEADINGS

22.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

23.0 SEVERABILITY

23.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

24.0 WAIVER AND ELECTION OF REMEDIES

24.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

24.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

25.0 THIRD PARTY RIGHTS

25.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

26.0 PROHIBITION AGAINST CONTINGENT FEES

26.1 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

27.0 ENTIRE AGREEMENT

27.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Contractor with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

28.0 NO JOINT VENTURE

28.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

29.0 ATTORNEY'S FEES

29.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney’s fees.

29.2 The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida. The Contractor’s surety is bound by this provision.

30.0 COUNTERPARTS

30.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

31.0 DRAFTING

31.1 City and Contractor each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

32.0 NOTICE

32.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Contractor:
Danella Construction Corporation of Florida, Inc
Attention: Thomas Schinske
581 Washburn Rd
Melbourne, FL 329

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

32.2 Either party may change the notice address by providing the other party written notice of the change.

32.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

33.0 SOVEREIGN IMMUNITY

33.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Contractor agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

34.0 CORPORATE REPRESENTATIONS BY CONTRACTOR

34.1 Contractor hereby represents and warrants to the City the following:

(a) Contractor is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

(b) The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

35.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

35.1 For non-construction services, Contractor agrees to the fullest extent permitted by law, to defend, indemnify and hold harmless the City and its elected officials, employees, officers, agents and attorneys, from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from, or out of the following: (a) the acts, errors, omissions, intentional or otherwise, arising out of or resulting from Contractor's or any subcontractor's performance of the services and work being performed under this Agreement; (b) Contractor 's or any subcontractor's failure to comply with the provisions of any federal, state or local laws, ordinances, or regulations applicable to Contractor 's or any subcontractor's performance under this Agreement; (c) any fraud and misrepresentation conducted by Contractor or any subcontractor in the performance or acquisition of services and work under this Agreement; (d) Contractor 's or any subcontractor's failure to properly expend the funds provided by City for the work and services provided in this Agreement; (e) any patent, trademark or copyright infringement claims made against the City with regards to the plans and specifications; and (f) all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnisher's of machines and parts thereof, equipment, tools, and all indemnification provided above shall obligate Contractor to defend at its own expense or to provide

for such defense, at the option of the City, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers, which may result from the services and work performed under this Agreement whether the services and work are performed by Contractor, by subcontractors, or anyone directly or indirectly employed by Contractor. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with the indemnification provided herein.

Contractor specifically assumes potential liability for actions brought by Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, Contractor specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

35.2 Contractor shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Contractor's breach and caused by other persons employed by the Contractor in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 35.1 and 35.2 shall be considered separate and independent indemnity provisions and shall survive termination of this Agreement. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with the indemnification provided herein.

35.3 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by Contractor to the City's complete satisfaction, and in no case shall exceed the amount provided in article 33.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Contractor is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

38.0 CONFLICT OF INTEREST

38.1 The Contractor agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the City or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the City's Personnel Policies.

b. The Contractor hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15)), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the Contractor to be conducted here, and that no such person shall have any such interest at any time during the term of this Contract.

c. Pursuant to Section 216.347, Florida Statutes, the Contractor hereby agrees that monies received from the City pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

39.0 ADDITIONAL ASSURANCES

39.1 Contractor for itself and its subcontractors, if any, certifies that:

(a) No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any consulting activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

(b) No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

(c) No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

(d) The undersigned is authorized to execute this Agreement on behalf of the Contractor and said signature shall bind Contractor to this Agreement. No further action is required by Contractor to enter into this Agreement other than Contractor's undersigned representative execution of the Agreement.

40.0 E-VERIFY

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The City Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Contractor utilizes Subcontractors the following shall apply:

a. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:
CITY OF COCOA *

By: _____

_____
Print Name/Title

CONTRACTOR:
DANELLA CONSTRUCTION CORPORATION OF FLORIDA

By: _____

Thomas Schinske, Vice President
Print Name/Title

ATTEST:

By: _____
City Clerk

*** THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.**

EXHIBIT A
ITB B-23-05-COC DATED DECEMBER 14, 2022

EXHIBIT B
CONTRACTOR RESPONSE DATED JANUARY 17, 2023

EXHIBIT C
Performance and Payment Bond Form

Performance and Payment Bond

Required only for any approved task order which has a total value in excess of $200,000 in compliance with the Florida Statutes Chapter 255.05 (1) (a)

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone St.
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8833
Owner Fax No.	(321) 433-8860
Owner Email:	Purchasing@cocoafl.org
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	
Project Address:	
Legal Description:	
Bid Number:	

BY THIS BOND, we _____ as Principal

and _____ a Corporation as Surety,

are bound to ___City of Cocoa_____, herein called Owner, in the sum

of $ _____, for payment of which we bind

ourselves, our heirs, Personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

a. Performs the contract dated _____, 20_____, between Principal and Owner for construction of _____ as specified for the _____ location, the contract being made a part of this bond by reference, at the times and in the manner prescribed in this contract; and
b. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution if the work provided for the contract; and
c. Pays Owner all losses, damages, including delay damages, expenses, and costs that Owner sustains because of a default by Principal under the contract; and
d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract and by law, then this bond is to be void; otherwise it remains in full force and effect.
e. In any action against this performance bond, the Owner is entitled to attorney's fees under sections 627.428 and 627.756, Florida Statutes, and Danis Industries Corp. v. Ground Improvement Techniques, 645 So.2d 420 (Fla. 1994) and McCarthy Bros. Co. v. Tilbury Construction, Inc., 849 So.2d 7 (Fla. 1st DCA 2003), including appellate attorney's fees.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this _____ day of _____ 20_____.

CONTRACTOR AS PRINCIPAL
Company:

_____
(Corporate Seal)
Signature_____
Title_____

SURETY
Company:

_____
(Corporate Seal)
Signature_____
Title_____

FIBER INSTALLATION AND MAINTENANCE AGREEMENT
B-23-05-COC-B

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the **CITY OF COCOA,** a Florida Municipal Corporation, ("**City**"), located at 65 Stone Street, Cocoa, Florida 32922, and **Morse Communications, Inc.** a Florida Profit Corporation, authorized to conduct business in the State of Florida, whose principal address is 395 East Drive, Melbourne, FL 32904.

WITNESSETH:

WHEREAS, City has a need to obtain construction, installation, equipment supply, material supply, system design, maintenance services, and repair services related to the City's fiber optic network from time to time on an as-needed, task-oriented basis; and

WHEREAS, Contractor is willing and able to provide such services to the City under the terms and conditions of this Agreement as stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement for up to two additional one-year renewals. Such an extension shall only be by written amendment to this Agreement.

1.2 The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect upon the expiration of the term of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended occasionally, which shall constitute authorization for Contractor to provide the Services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said Date.

c. "Contractor" shall mean **Morse Communications, Inc.** and its principals, employees, resident project representatives, and assistants.

d. "Public Record" shall have the meaning given in Section 119.011(1), Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Contractor or Contractor's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 of this Agreement, which sets forth the Work to be performed by Contractor under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages Contractor and Contractor agrees to perform the Services outlined in this Agreement for the stated fee arrangement. No prior representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES; RATE SCHEDULE

2.1 The City may make requests of Contractor to perform construction, installation, equipment and material supply, and maintenance and repair services on a "task" basis. A general Scope of Work, i.e., a broad list of the services that may be provided by Contractor is included in the City's **Invitation for Bid B-23-05-COC for Fiber Optic Network Equipment, Material, Supplies, Installation and Maintenance, dated December 14, 2022**, **incorporated herein by reference as Exhibit "A."** The Technical Specifications in Exhibit "A" shall be adhered to for any services performed pursuant to this Agreement**.** The services to be performed pursuant to each Task Order shall fall within the general Scope of Work attached hereto as Exhibit "A." Each phase of the Project shall be ordered by separate Task Order.

2.2 Fiber Construction, Installation, System Design, and Non-Emergency Maintenance and Repair Task Orders. When the City desires to enter into a specific Task Order, the City will communicate with Contractor, verbally or in writing, a general description of the task to be performed. Contractor will generate a detailed Scope of Work document, prepare a Schedule, add

a fee component (e.g., a not-to-exceed fee amount or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown shall consist of a list of major sub-tasks with corresponding cost breakdowns, including man-hour and/or unit price breakdowns if applicable, for all work to be performed. In no event shall the Task Order's total amount exceed those hourly rates and unit prices included in Contractor's cost schedule contained in its **RFP Response, dated January 17, 2023, which is incorporated by reference herein and attached as Exhibit "B."** The cost breakdown shall include all subcontractor or subconsultant work and the Task Proposal shall include the written price proposals from all subcontractors and subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by Contractor through a Task Order may contain written terms and conditions which are deemed supplemental to this Agreement.

2.3 Repair Task Orders. Repair task orders shall follow the same Task Order procedure as established in Section 2.2 above, except in the case of emergency repairs. As provided in Exhibit A, emergency repairs must be responded to as follows:

- Initial telephone/email response within one (1) hour of City's initial contact
- Initial repair forces on-site within four (4) hours of City's initial contact
- Equipment yard with supply of commonly used materials, tools, equipment, and vehicles within 75 miles of City of Cocoa
- Technicians (minimum 2) and Installers (minimum 2) living or reporting to an office within 75 miles of City of Cocoa

Given these rapid response times, a formal Task Order may not be prepared for emergency repairs. Emergency purchase procedures contained in the City's then-current Financial Operations Manual shall govern. Hourly rates and unit prices invoiced to the City for emergency repairs shall not exceed those contained in Exhibit "B."

2.4 Equipment Purchase Orders. The City may make request of Contractor to sell certain equipment or supplies listed in Exhibit "A" and Exhibit "B" on a "purchase order" basis. When the City desires to place a specific order for equipment, the City may communicate with Contractor, verbally or in writing, a general description of the equipment needed. Contractor will generate a detailed bid or quote document, including the schedule for delivery and price, and send the thus developed "Quote" to the City. For every Quote requested, at a minimum, Contractor shall include a price for the equipment that is no greater than the price included in its Cost Schedule in Exhibit "B." The City will review the Quote, and if the description is mutually acceptable, the City will issue a Purchase Order or, for purchases less than $1,500.00 or as otherwise provided in the City' Financial Operations Manual policy, may use a purchase card to make the purchase. The Purchase Order will contain terms which are deemed supplemental to this Agreement. Upon receipt of the signed Purchase Order or payment via purchase card, Contractor shall deliver the equipment

ordered therein.

2.5 For any Task Order accepted, the City will issue a notice to proceed to Contractor in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, Contractor shall perform the services set forth in the Task Order.

2.6 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other companies to provide services performed by Contractor herein. The City shall have no obligation to purchase equipment or solicit Task Order proposals from Contractor during the term of this Agreement. The need to construct projects, performs repairs, and purchase equipment shall be determined in the City's sole discretion. Further, the City shall have no obligation to purchase any particular amount of equipment in any Purchase Order or for the duration of this Agreement. No guarantee is expressed or implied as to quantities that will be ordered or amounts that will be spent during the contract period.

2.7 The maximum hourly rates and unit prices that can be charged under this Agreement by Contractor are set forth in **Exhibit "B."**

3.0 CONSTRUCTION TASKS

Construction Services shall be subject to the following requirements, except as otherwise provided herein. Construction Services shall include constructing conduit runs, constructing conduit runs simultaneously with installation of fiber, projects involving excavation of the right-of-way, pulling new fiber through existing conduit runs, and repairing major fiber cuts. Maintenance and minor fiber repairs, minor splicing, and replacement of supporting fiber facilities equipment involving mere access to existing infrastructure through handholes and other access points in the City's fiber optic network shall not be considered "Construction Services" herein.

3.1 Contractor shall furnish and be responsible for all labor, materials, supervision, transportation, and all other functions necessary or required for the Construction Services. Construction shall be in accordance with the plans and specifications approved by the City and subject to City inspection.

3.2 To the extent that Contractor provides Construction Services utilizing third parties, Contractor shall ensure that the subcontractor is willing to comply with the terms and conditions of this Agreement. Any construction contract between Contractor and the subcontractor must be immediately assignable to the City, upon the City's written request to Contractor and subcontractor, in the event that Contractor terminates this Agreement or Contractor defaults under any term and condition set forth in this Agreement. Such request shall be made by the City within seven (7) days of Contractor terminating this Agreement or default. The construction subcontractor shall be required to provide the City and its officials and employees with a written indemnification and hold harmless agreement in accordance with Florida Statutes for public construction contracts. The form

of said indemnification agreement shall be subject to approval of the City Attorney. Further, the construction subcontractor must provide current certificates of worker's compensation, general liability and automobile insurance as provided below in Section 11.0. The subcontractor must also comply with E-Verify regulations as outlined in Section 40.0 below. Except for fiber repairs, the construction subcontractor shall be required to post a one (1) year maintenance bond or cash bond, which shall be in an amount not less than ten percent (10%) of the cost of the work, in favor of the City in accordance with Florida Statutes for public construction projects. The form of said bonds shall be subject to approval of the City Attorney. Promptly after the execution of a Task Order where third party subcontractors may be utilized, Contractor shall provide to the City, in writing, a list of names of subcontractors proposed to perform work pursuant to the Task Order. Contractor shall not employ any subcontractor to whom the City may have reasonable objection. Contracts between Contractor and the subcontractor shall be consistent and in accordance with the terms of this Agreement. In the event any work under this Agreement is performed by a subcontractor, Contractor shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance. Nothing in this Agreement shall create any contractual relationship between the City and any subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor or other person or organization, except as otherwise required by law.

3.3 Except when accessing already existing conduit infrastructure, Contractor shall obtain utility locates and shall confirm the location of all nearby underground utilities within the construction route. Contractor shall: (a) visually spot via hand digging, or vacuum excavation where needed, all utilities running parallel to proposed construction routes that lie within three (3) feet of the route; and (b) visually spot all utilities running parallel to the proposed construction routes that lie within three to five feet of the route.

3.4 Contractor shall use a horizontal directional drill for the installation of conduit and shall monitor and record the alignment and depth readings provided by the drilling system and provide the City with a KML file identifying the GPS coordinates, as well as depth of the conduit at 30-foot intervals.

3.5 Upon completion of a Construction Services project, Contractor shall provide City with final maps, grids, construction and signed off As-Built drawings, as applicable, and other records reasonably requested by City.

3.6

For all Task Orders for Construction Services greater than $200,000, Contractor shall be required to execute a payment and performance bond in accordance with Florida Statutes for public construction projects. The form of said bonds shall be in accordance with Exhibit "C" attached to this Agreement. For Task Orders for Construction Services less than $200,000, execution of a performance and payment bond is not required unless the City requests such bond in writing when issuing the Task Order. If such a bond is requested, it shall be subject to approval of the City

Attorney and shall be included as an Exhibit to the Task Order. In the event no bond is requested by the City, prior to receiving the final payment hereunder shall be required to provide certification from all laborers, materialmen, and subcontractors that such laborers, materialmen, and subcontractors have no claims against Contract resulting from completion of the work identified in the Task Order. The Contractor shall provide a certified list of all subcontractors, laborers, and material suppliers to the City within twenty (20) days of receiving the Notice to Proceed with the work. This list shall be updated thereafter as necessary with a certified statement that the list and its updates include the names and addresses of all of those subcontractors, laborers, and material suppliers furnishing labor and/or material for the work.

3.7 Contractor shall conduct Acceptance Testing upon completion of construction as specified in Exhibit "A"**.** If upon inspection of the Acceptance Testing report the City determines that the fiber facilities are not performing in accordance with accepted industry standards or those specified in Exhibit "A", it shall provide Contractor with a written notice specifying any deficiencies in performance to be corrected ("Deficiency Notice"). If the City has given a Deficiency Notice, Contractor shall correct any such deficiencies at Contractor's sole cost. The City shall provide a notice of acceptance of the fiber facilities ("Acceptance"), in writing, when the test results demonstrate that the performance level of the fiber facilities is in conformance with industry standards.

3.8 Contractor shall be required to execute a Bill of Sale for installed conduit, fiber optic cables, and appurtenances thereto following Acceptance.

3.9 For Construction Services, the Task Order shall determine whether payment for the Services shall be made in lump sum upon Acceptance of the fiber facilities or in progress payments.

(a) For Construction Services, the Task Order may call for a lump sum payment upon Acceptance of the fiber facilities by the City after inspection. Prior to any payment, City shall require Contractor to furnish release of all liens from any unpaid work, labor, or materials with respect to Contractor's, its contractor's, or any subcontractor's performance under this Agreement, and/or receipt in full covering all work, labor, or materials for which a lien could be filed.

(b) For Construction Services, the Task Order may call for progress payments based on application for payments submitted to the City, by Contractor, as the work progresses. Progress payments may be withheld as provided in Section 3.10 below.

City shall withhold up to 5% of each progress payment made to the Contractor throughout the project in accordance with the Local Government Prompt Payment Act ("Act"). The retainage amount withheld may be released with the Final Payment after the issuance of the Final Completion Certificate. Consent of surety is required for final payment, if applicable. The City shall make final payment to Contractor within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall

not be due until Contractor has delivered to the City a complete release of liens arising out the contract, or receipt releases of lien fully covering all labor, materials and equipment for which a lien could be filed, or in the alternative a bond satisfactory to the City indemnifying him against such claims and Contractor has delivered all close-out documentation.

By making payments, the City does not waive any claims including but not limited to those relating to:

i. Faulty work appearing after substantial completion has been granted;

ii. Work that does not comply with the Contract Documents/plans and specifications approved by the City;

iii. Outstanding claims of liens; or

iv. Failure of Contractor to comply with any special guarantees required by the Contract Documents/plans and specifications approved by the City.

3.10 Payment may be withheld on account of: (1) defective labor, materials, and equipment not remedied upon a request to do so; (2) claims filed; (3) failure of Contractor to make proper payments to subcontractors; (4) Contractor not making prompt and proper payments for labor, materials, or equipment furnished it; (5) another contractor is damaged by an act for which Contractor is responsible; (6) in the opinion of the City, Contractor's work is not progressing satisfactorily; or (7) Contractor's failure to perform pursuant to the terms and conditions of this Agreement. Further, the City may withhold additional payment in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in a Task Order if Contractor is behind schedule and it is anticipated by OWNER that the Work will not be completed within the Contract Time. Any payment withheld by the City may be used by the City to remedy any of the above-mentioned conditions.

3.11 Contractor shall supervise and direct the Work using its best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all port, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the work hereunder.

(a) Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work site any unfit person or anyone not skilled in the task assigned hereunder.

(b) Contractor warrants to the City that all materials and equipment incorporated in the work will be new unless otherwise specified in the plans and specifications approved by the

City, and that all work will be of good quality, free from faults and defects, and conform with such plans and specifications. All work not conforming to these standards may be considered defective at the sole option of the City.

(c) Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure, at its own cost and expense, all permits, fees, and licenses necessary for the execution of the work.

(d) Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work, and shall immediately notify the City if and when Contractor believes the approved plans and specifications are at variance herewith.

(e) Contractor shall be solely responsible for any and all acts and omissions of Contractor and any of its employees, subcontractors, agents, and all other persons performing any of the work under this Agreement on behalf of or with Contractor.

(f) Contractor shall at all times keep the premises free from accumulation of waste materials and rubbish caused by Contractor's operations. At the completion of each phase of work, Contractor shall remove all waste materials and rubbish from and about the project site as well as Contractor's tools, construction equipment, machinery, and surplus materials. Contractor shall have the exclusive responsibility to keep the work site in a safe, secure, and orderly manner in accordance with construction industry standards.

(h) All materials stored on the job site shall remain the responsibility of Contractor until incorporated into the work.

3.12 In addition to any other remedy provided by law or in this Agreement, for Construction Services, if Contractor has defaulted or neglected to carry out the work in accordance with the approved plans and specifications; or has failed to perform any provision of this Agreement; or has violated a material provision of any regulation, order or rulings of any regulatory body having jurisdiction over this Agreement; or has committed any act of fraud upon the City; or has made a material misrepresentation of fact to the City while performing its obligations under this Agreement; or has acted grossly negligent in performing under this Agreement; the City may, after three (3) days written notice to Contractor and without prejudice to any other remedy it may have, terminate this Agreement or, at the City's option, the particular Task Order, and may at its option complete the work required hereunder by any means available and deduct the cost of completion from the price agreed upon in the Task Order, and if the unpaid balance of such price exceeds the expense of finishing the work, such excess shall be paid to Contractor, but if such expenses exceed such unpaid balance, Contractor shall pay the difference to the City's account. The City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

3.13 For Construction Services, Contractor shall indemnify and hold harmless the City, its elected officials, officers, employees, agents, engineer, and city attorneys (individually and in their official capacity), from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

Contractor specifically assumes potential liability for actions brought by Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, Contractor specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

3.14 The Contractor acknowledges that Contractor studied, considered, and included in Contractor's Bid Proposal all costs of any nature relating to: (1) performance of the Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

3.15 City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work is not substantially complete within the time specified in specific Task Orders, plus any extensions thereof allowed. City and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by City if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, City and Contractor agree that the City may establish an amount of liquidated damages for delay (but not as a penalty) in each Task Order. The liquidated damages established in any Task Order are intended to apply even if Contractor is terminated, in default, or if the Contractor has abandoned the Work. This provision binds Contractor's performance bond surety.

4.0 CHANGES IN THE SCOPE OF WORK

4.1 City may make changes in the Services at any time by giving written notice to Contractor. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Contractor will negotiate any change in total cost or schedule modifications. If the City and Contractor approve any change, the Task Order will be modified in writing to reflect the changes; and Contractor shall be compensated for said services in accordance with the terms of Article 6.0 herein. All Change Orders shall be authorized in writing by City's and Contractor's designated representative. Additions, elections, or deletions to the Work performed by Contractor without authorization of a signed Change Order shall not result in an adjustment in the contract price or time for the completion of the Work.

4.2 All of City's said Task Orders and amendments thereto shall be performed in strict

accordance with the terms of this Agreement insofar as they are applicable.

5.0 SCHEDULE

5.1 Contractor shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Contractor shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Contractor fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

5.2 No extension for completion of services shall be granted to Contractor without City's prior written consent, except as provided in Sections 4.1 and 20.1 herein.

5.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

6.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONTRACTOR

6.1 General Services. For basic and additional Services performed by Contractor's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0, 3.0, and 4.0 the City agrees to pay Contractor an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

6.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Contractor to render additional Services pursuant to paragraphs 2.0, 3.0, and 4.0 the City agrees to pay Contractor an amount equal to that billed Contractor by the independent professional associates and consultants. Prior to payment by the City, Contractor shall submit to the City a copy of any written invoice received by Contractor from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

6.3 Witness Services. For witness or expert services rendered by Contractor's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay Contractor or independent professional associate or consultant, which is used as a witness or expert,

an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Contractor shall be bound by any attorney-work product public records exemption laws and rules.

6.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes.

6.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Contractor.

6.6 Errors and Deficiencies. Contractor shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Contractor's services provided under this Agreement.

6.7 Payment Offsets. To the extent that Contractor owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge Contractor for any money owed to the City by Contractor.

6.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement, and Contractor shall remain liable to the City in accordance with applicable law for all damages to the City caused by Contractor's performance of any services provided under this Agreement.

6.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by Contractor, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Contractor shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption, or interruption caused by any delay. Contractor's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

6.10 Acceptance of Payment. Acceptance of final payment by Contractor for a specific Task Order shall constitute a release of all claims for payment which Contractor may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by Contractor prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against Contractor or to any remedies the City may pursue with respect to such claims.

6.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Contractor, Contractor agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by Contractor for any claims relating to the validity of a finding by the City of overpayment.

6.12 Partial Payments. Payment made to Contractor shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify Contractor of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

7.0 RIGHT TO INSPECTION

7.1 The City and its representatives shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous on-site inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive City's claim regarding defective work by Contractor. No inspector is authorized to change any provision of the specifications without written authorization of the City's Project Manager, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the Contract Documents.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the Contractor shall give the City timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the City's Project Manager will be promptly made.

If upon inspection such work is found not in accordance with the Contract Documents, the Contractor shall pay such cost, including compensation for professional services, and an appropriate deductive Change Order shall be issued.

7.2 No inspection, review, or observation shall relieve Contractor of its responsibilities under this Agreement.

8.0 PROGRESS MEETING

8.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

9.0 SAFETY

9.1 Contractor shall be solely and absolutely responsible and shall assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants), and subcontractors while performing Services provided hereunder.

10.0 REASONABLE ACCESS

10.1 During the term of this Agreement, City shall grant Contractor reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

11.0 INSURANCE

11.1 Liability Amounts. During the term of this Agreement, Contractor shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit per claim and $1,000,000 in the aggregate.

b. Contractor shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence and $2,000,000 in the aggregate to protect Contractor from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by Contractor or by anyone directly employed by or contracting with Contractor, and with a deductible not greater than $5,000.00 unless otherwise approved by the City Manager.

c. Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by Contractor or by anyone directly or indirectly employed by Contractor.

d. Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

11.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day

advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

11.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and Contractor by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that Contractor shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill Contractor. Contractor shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in article l0.l.b and l0.l.c as "additional insured." Contractor shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by Contractor in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify Contractor in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, Contractor shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

11.4 Independent Associates and consultants. All independent associates, consultants and subcontractors employed by Contractor to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

12.0 COMPLIANCE WITH LAWS AND REGULATIONS

12.1 Contractor shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

13.0 REPRESENTATIONS AND WARRANTIES

13.1 Contractor represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Contractor shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Contractor's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Contractor shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants or subcontractors (if any), and for the approval of submissions by authorities having jurisdiction over the services. Contractor's designated representative shall have the authority to act on Contractor's behalf with respect to the Services. In addition, Contractor's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise Contractor's professional judgment with respect to the Services. Contractor shall review laws, codes, and regulations applicable to Contractor's Services. Contractor's services and design shall comply with all applicable requirements imposed by all public authorities. Contractor represents and warrants that it is familiar with and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Contractor shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City or terminated by Contractor for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Contractor shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. Contractor represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

13.2 Contractor represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment. Contractor shall correct and remedy any work that fails to conform to the requirements of the approved plans and specifications where such failure to conform appears during the progress of the work. In addition, Contractor hereby warrants and guarantees that all materials, equipment or labor shall be free of defective workmanship for a period of one year from the date that all Certificates of Completion and a Certificate of Occupancy (if required) are issued by the City; or within such longer period of time as may be prescribed by law.

The provisions of this Paragraph apply to work done by subcontractors as well as to work done by direct employees of Contractor.

14.0 GUARANTEE AGAINST INFRINGEMENT

14.1 Contractor guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Contractor shall indemnify, hold harmless, and defend City, its officers, directors, employees, attorneys, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Contractor may elect to provide non-infringing services.

15.0 DOCUMENTS

15.1 Public Records. Pursuant to Florida Statutes Chapter 119 and other applicable public records laws, Contractor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or Contractor. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Contractor are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS , THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Contractor is required to and agrees to comply with public records laws. Contractor shall keep and maintain all public records required by the City to perform the services as agreed to herein. Contractor shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor, provided the

transfer is requested in writing by the City Clerk. Upon such transfer, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, Contractor shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Contractor of the request and Contractor shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If Contractor does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Contractor acknowledges that if Contractor does not provide the public records to the City within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes. Contractor acknowledges that if a civil action is filed against Contractor to compel production of public records relating to this Agreement, the court may assess and award against Contractor the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of Contractor, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Contractor to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of Contractor's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

a. Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by Contractor and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by Contractor, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to Contractor.

b. Ownership of Documents. The City and Contractor agree that upon payment of fees due to Contractor by the City for a particular design, report, inventory list, compilation, drawing,

specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Contractor in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. Contractor waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule, and other instrument produced by Contractor in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of Contractor or not.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Contractor shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

16.0 ASSIGNMENT

16.1 Contractor shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

16.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Contractor, Contractor shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

16.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Contractor who shall take immediate steps to remedy the situation.

16.4 If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any Work by the subcontractor, Contractor shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

17.0 INDEPENDENT CONTRACTOR

17.1 With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the City and Contractor is such that the Contractor is an independent contractor and not an agent of the City. The Contractor, its contractors, partners, agents, and their employees are independent contractors and not employees of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City, on one hand, and the Contractor, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City, on one hand, and any subcontractors hired by Contractor during the term of this Agreement.

18.0 DEFAULT BY CONTRACTOR AND CITY'S REMEDIES

18.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

(a) Except for construction services, Contractor defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case Contractor shall have such time as is reasonably necessary to remedy the default, provided Contractor promptly takes and diligently pursues such actions as are necessary therefor; or

(b) Contractor is adjudicated bankrupt or makes any assignment for the benefit of creditors or Contractor becomes insolvent, or is unable or unwilling to pay its debts; or

(c) Contractor has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

(d) Contractor has committed any act of fraud or any other unlawful act upon the City or another party; or

(e) Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

(f) Contractor has assigned this Agreement or any Task Order without the City's prior written consent.

(g) Notwithstanding the aforementioned, in the event of a default by Contractor, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

(h) In the event of such termination upon default and breach of this Agreement, any completed services performed by Contractor under this Agreement shall, at the option of the City, become the City's property and Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the City, and the City may withhold any payments to Contractor for the purpose of setoff until such time as the amount of damages due to the City from Contractor can be determined.

19.0 TERMINATION

19.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed to the satisfaction of the City prior to the effective date of termination.

20.0 FORCE MAJEURE

20.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving Contractor's labor force); extraordinary breakdown of or damage to City's equipment or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency, provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement.

21.0 GOVERNING LAW & VENUE

21.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

22.0 HEADINGS

22.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

23.0 SEVERABILITY

23.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

24.0 WAIVER AND ELECTION OF REMEDIES

24.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

24.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

25.0 THIRD PARTY RIGHTS

25.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

26.0 PROHIBITION AGAINST CONTINGENT FEES

26.1 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

27.0 ENTIRE AGREEMENT

27.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Contractor with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

28.0 NO JOINT VENTURE

28.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

29.0 ATTORNEY'S FEES

29.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney’s fees.

29.2 The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida. The Contractor’s surety is bound by this provision.

30.0 COUNTERPARTS

30.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

31.0 DRAFTING

31.1 City and Contractor each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

32.0 NOTICE

32.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Contractor:

Morse Communications Inc
Attn: Annette Costello and Ray Jones
395 East Drive
Melbourne, FL 32904
(321) 259-8469
acostello@morsecom.com
RJones@Morsecom.com

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

32.2 Either party may change the notice address by providing the other party written notice of the change.

32.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

33.0 SOVEREIGN IMMUNITY

33.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Contractor agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

34.0 CORPORATE REPRESENTATIONS BY CONTRACTOR

34.1 Contractor hereby represents and warrants to the City the following:

(a) Contractor is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

(b) The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

35.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

35.1 For non-construction services, Contractor agrees to the fullest extent permitted by law, to defend, indemnify and hold harmless the City and its elected officials, employees, officers, agents and attorneys, from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from, or out of the following: (a) the acts, errors, omissions, intentional or otherwise, arising out of or resulting from Contractor's or any subcontractor's performance of the services and work being performed under this Agreement; (b) Contractor 's or any subcontractor's failure to comply with the provisions of any federal, state or local laws, ordinances, or regulations applicable to Contractor 's or any subcontractor's performance under this Agreement; (c) any fraud and misrepresentation conducted by Contractor or any subcontractor in the performance or acquisition of services and work under this Agreement; (d) Contractor 's or any subcontractor's failure to properly expend the funds provided by City for the work and services provided in this Agreement; (e) any patent, trademark or copyright infringement claims made against the City with regards to the plans and specifications; and (f) all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnisher's of machines and parts thereof, equipment, tools, and all indemnification provided above shall obligate Contractor to defend at its own expense or to provide

for such defense, at the option of the City, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers, which may result from the services and work performed under this Agreement whether the services and work are performed by Contractor, by subcontractors, or anyone directly or indirectly employed by Contractor. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with the indemnification provided herein.

Contractor specifically assumes potential liability for actions brought by Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, Contractor specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

35.2 Contractor shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Contractor's breach and caused by other persons employed by the Contractor in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 35.1 and 35.2 shall be considered separate and independent indemnity provisions and shall survive termination of this Agreement. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with the indemnification provided herein.

35.3 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by Contractor to the City's complete satisfaction, and in no case shall exceed the amount provided in article 33.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Contractor is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

38.0 CONFLICT OF INTEREST

38.1 The Contractor agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the City or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the City's Personnel Policies.

b. The Contractor hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15)), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the Contractor to be conducted here, and that no such person shall have any such interest at any time during the term of this Contract.

c. Pursuant to Section 216.347, Florida Statutes, the Contractor hereby agrees that monies received from the City pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

39.0 ADDITIONAL ASSURANCES

39.1 Contractor for itself and its subcontractors, if any, certifies that:

(a) No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any consulting activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

(b) No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

(c) No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

(d) The undersigned is authorized to execute this Agreement on behalf of the Contractor and said signature shall bind Contractor to this Agreement. No further action is required by Contractor to enter into this Agreement other than Contractor's undersigned representative execution of the Agreement.

40.0 E-VERIFY

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The City Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Contractor utilizes Subcontractors the following shall apply:

a. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:
CITY OF COCOA *

By: _____

_____
Print Name/Title

CONTRACTOR:
MORSE COMMUNICATIONS, INC

By: Annette Costello

Annette Costello / President
Print Name/Title

ATTEST:

By: _____
City Clerk

*** THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.**

EXHIBIT A
ITB B-23-05-COC DATED DECEMBER 14, 2022

EXHIBIT B
CONTRACTOR RESPONSE DATED JANUARY 17, 2023

EXHIBIT C
Performance and Payment Bond Form

Performance and Payment Bond

Required only for any approved task order which has a total value in excess of $200,000 in compliance with the Florida Statutes Chapter 255.05 (1) (a)

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone St.
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8833
Owner Fax No.	(321) 433-8860
Owner Email:	Purchasing@cocoafl.org
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	
Project Address:	
Legal Description:	
Bid Number:	

BY THIS BOND, we _____ as Principal

and _____ a Corporation as Surety,

are bound to ___City of Cocoa_____, herein called Owner, in the sum

of $ _____, for payment of which we bind

ourselves, our heirs, Personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

a. Performs the contract dated _____, 20_____, between Principal and Owner for construction of _____ as specified for the _____ location, the contract being made a part of this bond by reference, at the times and in the manner prescribed in this contract; and
b. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution if the work provided for the contract; and
c. Pays Owner all losses, damages, including delay damages, expenses, and costs that Owner sustains because of a default by Principal under the contract; and
d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract and by law, then this bond is to be void; otherwise it remains in full force and effect.
e. In any action against this performance bond, the Owner is entitled to attorney's fees under sections 627.428 and 627.756, Florida Statutes, and Danis Industries Corp. v. Ground Improvement Techniques, 645 So.2d 420 (Fla. 1994) and McCarthy Bros. Co. v. Tilbury Construction, Inc., 849 So.2d 7 (Fla. 1st DCA 2003), including appellate attorney's fees.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this _____ day of _____ 20_____.

CONTRACTOR AS PRINCIPAL
Company:

_____
(Corporate Seal)
Signature_____
Title_____

SURETY
Company:

_____
(Corporate Seal)
Signature_____
Title_____

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		

Issuance | Release Date: December 14, 2022
To: All Prospective Bidders
From: Brian Dale, Purchasing Manager

The City of Cocoa is accepting sealed bids from all licensed, qualified firms or individuals interested in providing the construction services as described in this Invitation to Bid (ITB).

Summary of Project:
The City of Cocoa (hereinafter referred to as "City") is requesting bids from firms to provide the City's Information Technology Department with Fiber Optic Network Equipment, Material, Supplies, Installation, and Maintenance. Although there is no specific budget attached with to this ITB, the City expects to build approximately five (5) miles of fiber optic network and repair in the next fiscal year. The awarded firm(s) shall furnish all services in accordance with, but not limited to, the guidelines in the Technical Specifications shown in Exhibit A. The resultant agreement will be task order based. The term of this contract shall be for an initial three (3) year agreement with two (2) one (1) year renewal options for a total not to exceed five (5) years. All terms and conditions shall remain firm for the initial three (3) year period and any optional renewal period of this contract based on contractor's acceptance, level of performance and approved funding. The City of Cocoa reserves the right to terminate this agreement, with or without cause, with thirty (30) days written notification.

If you are interested in preparing a response to this ITB, please read the requirements carefully and complete the bid in the manner as set forth in this ITB document. Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of ninety-day (90) days from public opening.

There will not be a Pre-Bid conference held for this project.

Questions regarding this solicitation must be received in writing at the address above no later than December 27, 2022 at 5:00PM EST to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: https://www.cocoafl.org and to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com.

All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible, and responsive Bidder which best meets the specifications and serves the overall needs of the City. Bids should be prepared in accordance with the ITB instructions and recheck all bid prices thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal.

All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from Vendor Link by visiting their web site at http://www.myvendorlink.com. You may contact the City of Cocoa Purchasing Division by email:

purchasing@cocoafl.org. Small Business Set Asides (i.e., Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.

The City reserves the right to waive any and all technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid submittals for these commodities/services. The City may withdraw all or part of this ITB at any time to protect the interests of the City. Thank you for your interest in doing business with the City of Cocoa, Florida.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		

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SECTION 1 INTRODUCTION

1.01 DESCRIPTION OF WORK

The City of Cocoa (hereinafter referred to as "City") is requesting bids from firms to provide the City's Information Technology Department with Fiber Optic Network Equipment, Material, Supplies, Installation, and Maintenance. Although there is no specific budget attached with to this ITB, the City expects to build approximately five (5) miles of fiber optic network and repair in the next fiscal year. The awarded firm(s) shall furnish all services in accordance with, but not limited to, the guidelines in the Technical Specifications. The term of this contract shall be for an initial three (3) year agreement with two (2) one (1) year renewal options for a total not to exceed five (5) years. The resultant agreement will be task order based. All terms and conditions shall remain firm for the initial three (3) year period and any optional renewal period of this contract based on contractor's acceptance, level of performance and approved funding. The City of Cocoa reserves the right to terminate this agreement, with or without cause, with thirty (30) days written notification.

The City reserves the right, at its sole discretion, to select among the respondents of this ITB or through other bidding procedures, other consulting firms to handle component parts of the anticipated project if the City deems it in the City's best interests to do so.

Services to be provided include but are not limited to, the services described in the Scope of Services. The anticipated project(s) will be subject to the City securing funding. If adequate funding is not acquired, this project(s) may be cancelled or downsized by the City without notice and without penalty. The selected firm will be required to enter into an Agreement in a form approved by the City Attorney and City Council, and at rates, fees, and charges determined by the City to be fair, competitive and reasonable.

1.02 MINIMUM QUALIFICATIONS

The City wishes to assess the respondent's experience with services that are like those that would be envisioned in the Technical Specifications associated with this contract. To familiarize the City with the applicable work experience, each respondent shall provide a comprehensive history of background, technical experience, and expertise as it relates to the Scope of Work as well as any specific technical training, degrees, or certifications of individuals who would be performing tasks included in the Scope of Work.

PLEASE NOTE: IT IS INCUMBENT UPON ALL PARTICIPANTS TO INCLUDE INFORMATION REGARDING THEIR EXPERIENCE AND BACKGROUND IN SUFFICIENT DETAIL TO ALLOW AN INFORMED DECISION PROCESS.

1. Please prepare a cover letter for your response to this invitation with a description of your business, the types of services your company provides, and include the primary contact's name, telephone and email address.

2. Previous Experience and References: The firm shall have been in business for a minimum of three (3) consecutive years or demonstrate with written documentation that they had ownership in a firm with combined experience of three (3) years. Must be licensed in the state of Florida as a General Contractor with a minimum of three (3) years of experience in performing work similar in size and scope as detailed herein. Provide a brief description of work, including location, dates of contract, names, addresses, email addresses, and telephone numbers of owners by completing **the Reference Form, Attachment "L" included herein**.

3. Evidence of authority to conduct commercial business in the State of Florida - Provide Sunbiz report showing your company registered as "Active".

4. Professional Licenses – Provide all licenses that qualify the firm for the type of work as identified herein.

5. Note if you are not a single prime contractor, you will be required to list, using attachment "K" all subcontractors to be used for this project and their professional licenses.

6. Provide a completed W9 according to section 4.02 of this request.

7. Complete in full all required attachments associated with this request.

1.03 WORK REQUIREMENTS

The work under this ITB will be on an as-needed basis. When a project is identified by the City, the City will notify the contractor, or contractors, under contract of the project and supply relevant information concerning the project (for example specifications, design drawings, sketches, schedule, expectations). The Contractor(s) will be given the opportunity to submit a bid based on project information. The Contractor(s) response time for developing a bid when notified of a project will be based on the type of work to be assigned and will be stipulated by the City. At times, the City may require a 2 hour call out (considered an emergency call out), however, the Contractor will be typically expected to respond from within 2 days up to 14 days as determined by the City.

1. **Work Authorization:** For each project, the Contractor shall submit a complete written scope and estimate prior to initiation of any work. An authorized representative from the City of Cocoa shall evaluate the estimates and, if found acceptable, provide written authorization in the form of an executed Task Order prior to proceeding with the work. The City shall not honor any unauthorized work.
2. **Schedule:** The Contractor shall begin work within fourteen (14) calendar days of receiving an authorized Task Order. Contractor shall provide a written schedule of activities for City review and approval within twenty-one (21) days of receiving an authorized Task Order. Normal Business Hours under this agreement are Monday through Friday, 7:00AM through 5:00PM, excluding published City Holidays.
3. **Project Communication:** The Contractor shall attend Project Meetings and maintain telephone communication with the City Project Manager as requested.

4. **Sub-Contractors:** Sub-contractors shall only be utilized after receiving written approval from the City Project Manager. Documentation of subcontractors' charges shall be required prior to payment. **The City reserves the right to approve or disapprove any sub-contractors**. This does not, however, limit the use of qualified sub-contractors.
5. **Safety Plan:** The Contractor shall submit a safety plan for each awarded Task Order and meet the minimum safety requirements of OSHA and any applicable local, state or federal regulations.
6. **Permitting:** The Contractor shall determine, apply for, and obtain all permits required to complete assigned projects. Charges for permits fees shall not be marked up and the Contractor shall provide supporting documentation of all permit fee charges.
7. **Final Documentation:** If requested by the City, each project will result in a written report documenting the findings and/or results of the project activities, including specific information requested in the project definition as well as peripheral information obtained during project activities. Three hard copies and one electronic copy of the draft report shall be submitted to the City for review. The final report shall incorporate the City's review comments and shall be submitted in electronic format. The final report shall be reviewed and approved by the City prior to final payment.
8. **Warranties:** All projects and work performed under this agreement shall have a minimum 12-month warranty on all Contractor-supplied parts and labor. Warranties shall commence upon the completion of each Task Order.
9. **Emergency Callout Work and Emergency Services:** Emergency Callout Work and Emergency Services are work services requiring immediate response that are initiated without planning or scheduling. The Contractor shall be capable of providing emergency field services within 2 hours of receiving a call from the City. Emergency Callout Work and Emergency Services can occur at any time including normal business hours. The Contractor shall provide a contact list for emergency services during normal business hours and a contact list for outside of normal business hours. Planned or scheduled work during non-business hours shall not be considered emergency service.

1.04 TERM

The term of the agreement shall be for the period of three (3) years with two (2) one-year renewals upon mutual written agreement of all parties.

1.05 SOLICITATION SCHEDULE (This schedule may be revised, as needed)

Tentative Schedule (all Local Times)	
Task	**Date**
ITB Released	**Wednesday, 12/14/2022 at 8:00am EST**
Pre-Bid Conference	**N/A**
Deadline for Questions	**Tuesday, 12/27/2022 at 5:00pm EST**
Bid Due Date and Time	**Tuesday, 01/17/2023 at 3:00pm EST**
Anticipated Notice of Intent to Award	**January 2023**
City Council Approval of Contract	**February 2023**

Section 2 INSTRUCTIONS TO BIDDERS

2.01 BID DOCUMENTS

The ITB documents may be obtained at no charge from the City's website at: VendorLink, LLC https://www.myvendorlink.com. The City of Cocoa's Purchasing & Contracts Division, its Website, and its service provider, VendorLink, LLC are the **only authorized** sources for obtaining solicitation documents. Solicitation documents and forms obtained from any other third-party source may be incomplete.

Bidders are encouraged to register as a vendor with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

The City is not responsible for errors or document omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Purchasing & Contracts Division at (321) 433-8833. Important: The desire of the City to pursue bid submittals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

2.02 BID SUBMITTAL AND DELIVERY

A. Sealed bid submittals must be received in the City's Purchasing & Contracts Division no later than the date and time as specified herein. Bid submittals received after the stated date and time will not be accepted and will be returned unopened. Under no circumstances shall bids delivered after the time specified be considered. The City shall not be responsible for any occurrence for bid submittals delivered incorrectly or to the wrong address or location. No exceptions will be made. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis of a protest. Bid submittals shall be delivered to the below address in a sealed envelope or packaging material, plainly marked on the outside with the Bid Number, Title and opening date:

City of Cocoa
Attn: Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

For your convenience, a **Solicitation Response Identification Label** has been provided to properly identify and affix to your ITB response.

B. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope or packaging material addressed to the Purchasing & Contracts Division. Bids submitted by mail must be received by the Purchasing & Contracts Division by the time specified herein for the opening thereof.

1. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing & Contracts Division when the services of the USPS are used, a Bidder or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

2. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing & Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing & Contracts Division until the next business day.

3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Bidder to ensure that Proposals are received in the Purchasing & Contracts Division by the due date and time. The City shall not be responsible for delays caused by any occurrence.

2.03 PUBLIC OPENING

A. Bid submittals will be publicly opened by the Purchasing & Contracts Division on the due date and time, as specified herein, or as soon thereafter as possible. The Bidder's names, the Bid Total and verification of bond submittal, if applicable, will be announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.

B. A bid summary of the Bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

C. Multiple Bids received for the same Work from an individual, firm or partnership, a corporation or association or other legal entity under the same or different names shall not be considered. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion shall not be considered.

D. The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals.

E. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda

as prescribed, when the addenda results in a material change.

F. If the City elects to accept a Bid which does not acknowledge receipt of an addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.

G. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

2.04 UNBALANCED BIDS

As determined by the City and the Procurement Administrator's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

2.05 ON-LINE SERVICE PROVIDER DISCLAIMER

VendorLink, LLC has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. VendorLink, LLC is an independent entity and is not an agent or representative of the City. Communications to VendorLink, LLC do not constitute communications to the City.

2.06 SOLICITATION DOCUMENTS

The City of Cocoa Purchasing & Contracts Division, its website, and its service provider, VendorLink, LLC are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third-party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third-party source are advised to register with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

2.07 PRE-BID MEETING – N/A

There will not be a Pre-Bid conference held for this project. Any changes or updates to this meeting including additional instructions will be posted to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com**.**

2.08 CONE OF SILENCE/LOBBYING

A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Council Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

B. A lobbying black-out period commences upon the issuance of this solicitation document.

C. If an award item is presented to City Council for approval or for a request to provide authorization to negotiate a Contract(s) and the City Council refers the item back to the City Manager, Purchasing & Contracts Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Council meets to consider the item for action.

D. Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Council member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

2.09 INTERPRETATIONS AND QUESTIONS

All questions and inquiries concerning procedural matters shall be directed to the Purchasing & Contracts Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Purchasing & Contracts Division, in writing, by the date stipulated in the tentative schedule in Section 1.

City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922
Phone: (321) 433-8833
Email: purchasing@cocoafl.org

A. It is the Bidder's responsibility to become familiar with and fully informed with the terms, conditions, and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your response after opening or for subsequent protest of award.

B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing & Contracts Division.

C. Any oral communications will not be authoritative and will not be binding on the City.

D. It is the sole responsibility of the Bidder to contact the Purchasing & Contracts Division **prior** to submitting a bid submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid submittal.

E. Addenda will be available to all proposers and will be uploaded to VendorLink, LLC on the Procurement website at: http://www.myvendorlink.com.

2.10 BID COMPLETENESS AND COMPLIANCE

Bid submittals shall contain the information as required in this solicitation. Failure to submit all information as requested, substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

A. All items contained in the bid must be in total compliance with the specifications of this solicitation.

B. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your signature on **Attachment, Bid Price Schedule and Acceptance of Bid Terms and Conditions**.

2.11 DETERMINING RESPONSIBILITY

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract. In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;
B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;
C. The quality of performance of previous contracts or services including previous performance with the City;
D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;
E. Quality Control Program.
F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.

G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,

H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.

I. Such other information as may be relevant or secured.

2.12 BID FORMS/REPRODUCTION

A. Bid Forms: All bids must be submitted on the City's standard solicitation forms and must include all applicable completed attachments included herein.

B. Reproduction: Please submit one (1) bound original and one (1) on a USB containing the entire bid submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

2.13 BIDDER ACKNOWLEDGEMENT

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this ITB document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

2.14 BIDS TO REMAIN FIRM

All bids shall remain firm for ninety (90) Days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

2.15 COST OF SUBMITTAL

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Bidder and shall not be passed on to or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

2.16 IMPROPER IDENTIFICATION AND TIMELINESS

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner or for a bid submittal that is not properly addressed or identified. Bid submittals by email, telephone or fax shall be rejected as non-responsive regardless of where it is received.

2.17 CORPORATE STANDING AND AUTHORIZED SIGNATORY

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.
B. A copy of a resolution listing the members of staff that are authorized signatories for the company.
C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

2.18 PROPRIETARY INFORMATION

A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the Invitation to Bid, and the responses thereto are in the public domain. Bidders are requested to identify specifically any information contained in their bid submittals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

B. A generic notation that information is "confidential" is not sufficient. Failure to provide the Purchasing & Contracts Division with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

2.19 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

2.20 FAILURE TO COMPLY WITH BID INSTRUCTIONS

Failure to comply with any of the foregoing instructions, provide a bid submittal in the manner prescribed herein or any other essential element of this Invitation to Bid may be grounds for disqualification of your bid submittal.

2.21 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Contracts Division, City of Cocoa, 65 Stone Street, Cocoa, Florida 32922, telephone (321) 433-8833, not later than seven (7) days prior to the date on which the accommodation is requested.

2.22 OFFICE OF RECORD

The City of Cocoa Purchasing & Contracts Division shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Purchasing & Contracts Division may be reached Monday through Friday between 8:00 A.M. to 5:00 P.M., Local Time via phone at (321) 433-8833.

2.23 MODIFICATION OR WITHDRAWAL OF BIDS

Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after the public opening date.

2.24 CONFLICTS WITHIN SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

2.25 JOINT VENTURES

All Bidders intending to submit a bid response as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Licensing Board and/or any other state or local licensing Agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

SECTION 3 SPECIAL CONDITIONS

3.01 BID SECURITY BOND –Not used

~~The Bid response shall be accompanied by a Bid Security Bond equaling five percent (5%) of the total Bid price. Failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive resulting in the disqualification from further consideration of their Bid response. Please complete and submit **Bid Security Bond form, attached herein.**~~

~~A. The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of five percent (5%) of the total Bid price, made payable to the City of Cocoa, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.~~

~~1. The surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.~~
~~2. In lieu of a Bid Bond, the Bidder may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of five percent (5%) of the total Bid price. Money orders and checks must be made payable to the City of Cocoa and shall accompany your bid submittal.~~
~~3. The terms of the ITB Security Bond shall be:~~
~~a. The Bidder shall enter into an Agreement if awarded to the Bidder;~~
~~b. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to the Bidder; including the increased costs associated with awarding to the next most responsive, responsible Bidder and costs associated with conducting the Bid process and letting the Agreement;~~
~~c. To promptly enter into an Agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and~~
~~d. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as Bid Security Bond into an interest bearing account, shall be retained by the City.~~

~~B. Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the Bid Security Bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be~~

~~held until award of this project and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.~~

3.02 PERFORMANCE AND PAYMENT BONDS

For all task orders in excess of $200,000, the successful Bidder shall furnish Performance and Payment Bonds, or alternative form of performance and payment security such as; a money order, certified or cashier's check, cash (U.S. currency only), letter of credit; equaling one hundred percent (100%) of the total contract amount awarded under this solicitation. Receipt of said Performance and Payment Bonds shall occur no later than fifteen (15) calendar days after receipt of notification of Award. No commencement of work shall be authorized by the City without receipt of the Performance and Payment Bond or alternative security.

A. The Performance and Payment Bond shall be made payable to the City of Cocoa, issued by a reputable Surety firm licensed to do business in the State of Florida (F.S. 255.05). On approval of any Contract change increasing the Contract price, Contractor shall ensure that the performance bond and the payment bond is increased so that each reflects the total Contract price as increased.

1. The Surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com
2. The terms of the Payment and Performance Bond shall guarantee that:

    a. The successful Bidder shall assure faithful performance of this project;
    b. The successful Bidder shall assure timely payments to all persons providing labor, materials and/or supplies used in the performance of the work associated with this project;
    c. Nothing in this section shall be construed to limit the authority of the City Council, the City Manager, or the Procurement Administrator to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified herein, when in the best interest of the City.

B. If the bond is based on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

C. Return of Payment and Performance Bond. It shall be the sole responsibility of the successful Bidder to request in writing from the CITY the return of the Payment and Performance Bond. The request shall be considered no earlier than thirty (30) calendar days upon completion and final acceptance of the City, or expiration in a satisfactory manner of the awarded Agreement associated with this

project. Payment and Performance Bonds shall not be returned unless requested by the successful Bidder in writing.

SECTION 4 GENERAL TERMS AND CONDITIONS

4.01 AWARD OF CONTRACT

Award will be made to the lowest, most responsive and responsible Bidder whose bid submittal meets the specifications.

1.01 The City shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the City Council. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.

1. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document.

2. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

3. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

2.01 Failure to Execute the Agreement(s).

Failure on the part of the successful Bidder to execute the Agreement(s) as required will be just cause for the rescindment of the award. In the event that the City fails to contract with the lowest most responsive and responsible bidder, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

4.02 DAMAGES

Areas adjacent to the construction site, which are damaged, shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

4.03 NOTICE TO PROCEED

Task Order based work shall commence upon the issuance of Notice To Proceed (NTP) or Purchase Order and shall remain in effect until such time as the Work acquired in conjunction with this solicitation, have been completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods.

4.04 SUPERVISION

The City shall not exercise any supervision or control over the Bidder's employees performing services under an agreement. Said employees shall be accountable not to the City, but solely to the Bidder, who, in turn, is responsible to the City.

4.05 FAILURE OF PERFORMANCE AND/OR DELIVERY

In cases where materials, goods or services are not properly delivered, performed and/or installed, the successful Bidder will either remedy the defect to the satisfaction of the City or be responsible for reimbursement of the difference to the City for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the City's sole discretion.

Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the City. If the successful Bidder fails to perform as required per these specifications, or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the City for any damages caused by the Bidder's failure to perform as stated herein.

4.06 PERFORMANCE EVALUATION

At the end of the Contract, the receiving department may evaluate the successful bidder's performance. This evaluation will become public record.

4.07 PROTECTION OF PROPERTY

At all times, the successful Bidder shall safe-guard City property from damage or loss and shall replace or repair any loss or damage unless such damage is caused by the City. The City may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.

4.08 SERVICE REQUIREMENTS

The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that the City's business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the purchase order and award the project to another Bidder.

4.09 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a bid in response of this solicitation, the Bidder certifies that all material, equipment, etcetera; contained in the bid submittal meets all OSHA requirements. Bidder further certifies that if they are the successful Bidder, and the material, equipment, etcetera; delivered is subsequently found to be deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the material, equipment, etcetera; into compliance with the aforementioned requirements shall be borne by the successful Bidder.

4.10 WARRANTY

In accordance with Article 15.00 of the Agreement(s) to be executed by the successful Bidder, the Contractor together with his surety unconditionally guarantee all Contractor furnished materials, equipment and workmanship incorporated in the Work for a period of not less than one (1) year after the date of final acceptance of the Work by the City. (This warranty shall be exclusive of all manufacturer's guarantee or warranties exceeding this period). Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful Bidder shall repair or replace same at no cost to the City, immediately upon written notice from the City's authorized representative.

4.11 INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES

Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the requesting Division/Department/Office of the City, unless loss or damage results from negligence by the City or the requesting Division/Department/Office.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

4.12 NON-EXCLUSIVE CONTRACT

Award of this project shall impose no obligation on the City to utilize the successful Bidder for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

4.13 MATERIAL DEVIATIONS

The City of Cocoa has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the bid indicates a requirement or condition, which must be met. The City of Cocoa may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a requirement is material when the deficient response is not in substantial accord with the bid requirements, provides an advantage to one bidder, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Bidder, or for the cost to City of Cocoa. Material deviations cannot be waived.

4.14 OWNERSHIP OF DOCUMENTS

All documents resulting from this solicitation shall become the sole property of the City. All bid submittals received from Bidders in response to the solicitation will become the property of the City and will not be returned to Bidders. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

4.15 PUBLIC RECORDS COMPLIANCE

The City is a public agency subject to Chapter 119, Florida Statutes. In addition, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.
The successful Bidder/Contractor agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016 and shall be included in the awarded agreement:

A. The parties specifically acknowledge that this agreement is subject to the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:

1. Keep and maintain all public records required by the City to perform the services herein; and
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement Term and following completion of the agreement if the Contractor does not transfer the records to the City; and
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services herein. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or

confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

B. All requests to inspect or copy public records relating to the agreement shall be made directly to the City. Notwithstanding any other provision of this agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the agreement, without penalty to the City. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: CARIE SHEALY, CMC, CITY CLERK, AT 321-433-8484, cshealy@cocoafl.gov, 65 STONE STREET, COCOA, FLORIDA 32922.**

4.16 FUND AVAILABILITY

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Cocoa abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

A. Multi-Year Contracts and Appropriation of Funds (if applicable), Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Council.

B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

4.17 PROMPT PAYMENT ACT

Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

4.18 PURCHASING CARD PROGRAM

The City of Cocoa offers an e-Payables program to contractors as an optional payment method. This is not a requirement. If the successful Bidder is interested or desires additional information, please indicate in your bid submittal.

4.19 INVOICES/APPLICATION FOR PAYMENT

A. Final approved Applications for Payment shall be delivered to the City of Cocoa, Attention: Accounts Payable, City of Cocoa, 65 Stone Street, Cocoa, Florida, 32922. Applications for Payment should include all Work completed through the end of the month.

B. Dispute Resolution: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Purchasing & Contracts Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute or stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Administrator shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

4.20 W-9 FORM

All Proposers shall furnish a completed W-9 with their bid or proposal submittal. A tax identification number is required to do business with the City.

4.21 MOST FAVORED CUSTOMER

The City seeks and demands to be the most favored customer of each Bidder who does business with the City. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the City's under similar terms and conditions. The successful Bidder agrees to provide the City discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.

4.22 PRICE REDUCTION CLAUSE

The City will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The City shall request a price reduction from the date that the violation took place. The successful Bidder will owe the City a discount proportionately equal to that given the most favored customer.

4.23 PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES

All bidders submitting a response to this solicitation agree that such response also constitutes a bid in accordance with the terms of the solicitation to all political subdivisions of Brevard County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the bidder. Each governmental agency shall be responsible for its own purchases and shall be liable for materials and /or services received by it.

4.24 ESTIMATED QUANTITIES

This ITB may contain estimated quantities for purposes of providing unit prices. These numbers, which may be approximate, are subject to variation in the field. The City cannot guarantee that estimated quantities will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the Bidder agrees to do the work at the unit price whether the quantities are increased or decreased.

4.25 FOREIGN CORPORATION

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Cocoa.

4.26 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Cocoa shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Cocoa are protected from any emergency that threatens public health and safety as determined by the City. The Bidder agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the City with products and/or services not under the awarded Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

4.27 SPECIFICATIONS/DEVIATIONS

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. If a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Purchasing & Contracts Division prior to the bid due date and time.

A. The determination as to whether any alternate good or service is or is not equal shall be made solely by the City and such determination shall be final and binding upon all bidders. The City reserves the right to request and review additional information to make such a determination.

B. The Bidder shall be responsible for carefully reading and understanding the requirements and specifications. Unless the bid is in response to a brand name or equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an issued addendum to this ITB solicitation. Any goods or services that are not in compliance with the specifications will not be accepted.

4.28 PERMITS, LICENSES AND FEES

At its sole expense, any required federal, state, and local permits, licenses, and/or occupational fees required, except for permits provided by the City, shall be the responsibility of the Bidder. The City will not entertain separate payment for these items.

4.29 SUB-CONTRACTORS

Bidders must list any sub-contractors that shall be used to accomplish the scope of services. Please complete and submit **Schedule of Proposed Subcontractor Participation**. If no subcontractors are going to be used, check the box for "No Subcontracting (of any kind) will be utilized on this project" at the top of the form.

4.30 TAXES

The City of Cocoa is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City's State Tax exemption number is 85-80126215485C-8 and the Federal Employee Identification Number is 59-6000292. The City's sales tax exemption does not apply to goods and services purchased separately by the successful Bidder in connection with its fulfillment of its contractual obligations with the City. The successful Bidder shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded Agreement as a result of this solicitation.

4.31 COMPLIANCE WITH ALL LAWS AND VENUE

At its sole expense, any contractual arrangement between the City and the proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of award and execution of an Agreement or are adopted at any time following the execution of the awarded Agreement. All legal actions hereunder shall be conducted only in the circuit court in Brevard County or federal court in the Middle District of Florida, Orlando Division; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

4.32 NEW PRODUCT

Any and all products and materials provided under this bid shall be new and unused.

4.33 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Bidders are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.

4.34 PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the Bidder warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Bidder further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Bidder certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.

4.35 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded Agreement, nothing contained in this solicitation and/or the resulting awarded Agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this solicitation and/or the resulting awarded Agreement for punitive damages or interest for the period before judgment. Further, the City is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded Agreement.

4.36 RIGHT TO CANCEL OR REJECT

A. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the City may be rejected, by the Procurement Administrator, in whole or in part, without recourse, when it is in the best interest of the City in accordance with the Section 5.14 of City of Cocoa Purchasing Policy. As the best interests of the City of Cocoa may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Bidder agrees that the City has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any Bidder. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.

B. The City reserves the right to accept or reject any or all bids/proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.

C. The City also reserves the right to reject the bid submittal from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not able to perform the contract.

4.37 ADDITIONAL INFORMATION

The City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

4.38 UNIT PRICE ACCURACY

Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after opening. All prices and notations must be in ink or typewritten. In cases of extended price irregularities, unit pricing shall prevail. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is required by the bid documents, for each scheduled item of Work, as well as the total bid amount for the entire Work to be completed under the Agreement. Please note that the City reserves the right to clarify and correct extended amount errors.

4.39 MATHEMATICAL ERRORS

A. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.

B. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is

discovered in the formula, the unit price entered by the Bidder shall prevail.

C. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting their bid.

D. Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

4.40 UNBALANCED BIDDING PROHIBITED

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

A. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.

B. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Bidders for the same line item unit costs.

C. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its bid. The City reserves the right to deem any presumptive unbalanced bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

4.41 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front-loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front-loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

4.42 REASONABLE PRICES

A reasonable unit price must be submitted for each work element. In the event any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

4.43 DELIVERY

Unless otherwise specified, prices shall be firm, net delivered and installed at construction or project site. Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

4.44 SPLIT AWARD

The City reserves the right to make an award to one Bidder, to split the award between two or more Bidders, or to withhold award of individual items, as may be in the best interest of the City. The City may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

4.45 BID PRICE SCHEDULE

Each Bidder shall furnish the information required on **the Bid Price Schedule** and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

4.46 BID TABULATION

The bid tabulation will be posted on the City of Cocoa website via VendorLink, LLC at: http://www.myvendorlink.com. Proposers may email the Purchasing & Contracts Division, purchasing@cocoafl.org for results.

4.47 BIDDER'S SPECIFICATIONS AND NOT BIDDING

A. Each Bidder shall make accurate and clear statements in their bid response.
B. Where more than one (1) item is listed, any items not bid upon shall be indicated as "NO BID".

4.48 PRE-AWARD INSPECTION

Prior to the award, the City reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the City.

4.49 EXISTING PERMITS AND IDENTIFICATION NUMBERS

Any and all permits, state licenses, including, but not limited to, Department of Environmental Protection (EPA), and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the City upon request.

4.50 DRUG-FREE WORKPLACE PREFERENCE

Certification of an implemented drug-free workplace program must be included with the ITB response when submitted. If your firm has implemented a drug-free workplace program, please complete **Attachment Drug-Free Workplace Certification** and include with your ITB response.

4.51 CONFLICT OF INTEREST

All Bidders must disclose, with their bid submittal, the name of any officer, director, or agent who is also an officer or employee of the City of Cocoa. Furthermore, all Bidders must disclose the name of any City of Cocoa officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Bidder or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with the Section 2.1, Conflict of Interest of as per the City of Cocoa Purchasing Policy. Complete and submit, the **Conflict-of-Interest Statement** and non-collusion statement with your bid response. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

4.52 NON-COLLUSION/LOBBYING CERTIFICATION

All Bidders submitting a Bid, certify that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the bid submittal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Council, City Manager or any City employee in connection with the awarded agreement as a result of this solicitation process.

4.53 CONSTRICTING CONDITIONS

No additional terms and conditions included within the bid submittal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid submittal and the Bidder's authorized signature affixed to the bid submittal signature section attests to this. When completing your bid submittal, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's solicitation document. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the City's solicitation.

4.54 DEBARRED BIDDERS

The City reserves the right to suspend award, withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be at the City's sole determination, as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.

4.55 NOTICES OF INTENT

The Purchasing & Contracts Division shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on the City of Cocoa's website via VendorLink, LLC at: http://www.myvendorlink.com.

4.56 PROTESTS AND APPEALS

A. Any prospective Bidder or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest must be received in the Purchasing & Contracts Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Cocoa Purchasing Policy.

B. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Purchasing & Contracts Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Cocoa Purchasing Policy. The decision of the City Council shall be final and conclusive.

4.57 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the

Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

4.58 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.

4.59 INSURANCE REQUIREMENT

A. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt with your bid submittal.
B. The successful Bidder shall provide original Certificates of Insurance, evidencing coverage as required, in **the Insurance Requirements attached herein** to the Purchasing & Contracts Division within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the City and shall name the City of Cocoa as a Certificate Holder/Additional Insured.
C. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

4.60 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the Bidder must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

4.61 AUDITS AND RECORDS

Before or after an agreement is prepared and executed, the successful Bidder may be required to disclose

their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Bidder must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this ITB document and submit reports to the City in the form and frequency requested. The successful Bidder must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be always subject to inspection, review, or audit by the City or its designee. The successful Bidder shall include these audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Bidder with any party for work required in the performance of this project.

4.62 INDEPENDENT CONTRACTOR AND LIABILITY

The successful Bidder and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Bidder shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Bidder's employees and sub-consultant employees are not, and while performing any of the Services, shall not be deemed to be, employees of the City.

Bidders are advised that the City will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The City will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Bidder non-responsible, and, as such, the bid will not be accepted by the City.

4.63 INDEMNIFICATION

A. Indemnity: The successful Bidder shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees where recoverable by law, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Bidder, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful Bidder recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful Bidder of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded Agreement. The successful Bidder shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

B. Copyright Infringement: The successful Bidder shall guarantee that all services performed under the awarded Agreement will be free from claims of patent, copyright or trademark infringement. The successful Bidder shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Bidder of any third-party trade secret in connection with any of the foregoing.

4.64 CHANGES, MODIFICATIONS AND WAIVER

A. Changes: The City reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.

B. Modifications: In additions to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in the City.

C. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver of a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

4.65 ASSIGNMENT

The successful Bidder will not be permitted to assign its contract with the City, or to sub-contract any of the work requirements to be performed, without prior written approval from the City.

4.66 TERMINATION

A. Termination for Convenience: The City may at any time give ten (10) days written notice to the successful Bidder of the termination of the agreement, in whole or in part, for the City's convenience and without cause.

B. Default by the successful Bidder and the City's Remedies: In the event of a default by the successful Bidder, the City shall have the right to exercise any remedy the City may have by operation of law, without limitation, and without any further demand or notice.

C. Bankruptcy or Insolvency: If the successful Bidder files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder is appointed in any proceeding brought by or against the successful Bidder, or if the successful

Bidder makes an assignment for the benefit of creditors, or proceedings are commenced on or against the successful Bidder's operations, the City reserves the right to terminate this Agreement immediately.

D. Payment when Agreement is Terminated:

1. In the event of termination by the City for convenience, the City shall compensate the successful Bidder for all goods furnished prior to the effective date of termination.

2. In the event of termination due to the fault of the successful Bidder or at the written request of the successful Bidder, the City shall compensate the successful Bidder for all goods furnished, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the City. All such payments shall be subject to an off set for any damages incurred by the City resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the successful Bidder.

4.67 ATTACHMENTS AND EXHIBITS

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

4.68 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems appropriate. The City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful Bidder pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

4.69 ADMINISTRATIVE PROVISIONS

In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

4.70 TIE BIDS

When all considerations of a bid or proposal are equal and the City must break the tie, the Procurement official may consider any or a combination of the following factors in order to break the tie:

1. Priority will be given to the respondent certifying that their firm has a *Drug-Free Workplace Program* published at the time of the issuance of the solicitation. Respondents will be required to provide a copy of their Drug-Free Workplace Program published at the time of the issuance of the submittal;
2. If still tied, consideration shall be given to the Respondent with lowest price submittal amongst the tied proposals;
3. Best and Final Offer - Within 24 hours of a request by the City, tie bidders shall submit a *Best and Final offer*;

If the above options are not practical or do not result in breaking the tie, the Procurement official may utilize a flip of the coin to resolve the tie. If time permits, the bidders involved shall be given an opportunity to attend the coin flip. At least one (1) person shall witness the coin flip, and the contract file shall contain the name(s) and address(es) of the witness(es) and the person supervising the coin flip.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number: ITB B-23-05-COC**
	INVITATION TO BID (ITB)	**Due Date: 01/17/2023**
TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		

RESPONSE COVER PAGE

COMPANY NAME	
ADDRESS	
PRIMARY CONTACT	
TELEPHONE #	
EMAIL ADDRESS	

SUBMITTAL CHECKLIST

[X]	SUBMITTAL REQUIREMENT / DOCUMENT
	Original Submittal Package bound with binder clip
	Cover Letter as per section 1.02
	Attachment "B" Insurance
	Attachment "C" Addendum Acknowledgement
	~~Attachment "D" Bid Security Bond (if required)~~
	Attachment "E" Bid Price Schedule
	Attachment "F" Trench Safety (if required)
	Attachment "G" Certificate of Non-Segregated Facilities
	Attachment "H" Drug-Free Workplace
	Attachment "I" Conflict of Interest and Non-Collusion
	Attachment "J" Organizational Info
	Attachment "K" Subcontractor Participation
	Attachment "L" References
	Attachment "M" Truth-in-Negotiations
	Attachment "N" Solicitation Label affixed to envelope
	Attachment "O" Scrutinized Companies
	Attachment "P" E-Verify Affidavit (including screenshot from website showing active account)
	Attachment "Q" Federally Required Contract Clauses for FEMA Grantees and Subgrantees
	Proof of Florida Registration
	Professional License(s) (if required)
	W9
	Proof of Insurance (Sample COI)
	USB drive with electronic copy of submittal, including excel version of Bid Price Schedule

Attachment "A"
Statement of "No Bid Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to the date shown for receipt of proposals to: City of Cocoa, Purchasing & Contracts Division, 65 Stone Street, Cocoa, Florida 32922.

I/WE HAVE DECLINED TO SUBMIT A BID for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Bid requirements too "restrictive".
	Insufficient time to respond to the Invitation to Bid.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

_____ _____

_____

_____

Company Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

Attachment "B"
Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 STONE STREET, COCOA, FLORIDA 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____ as_____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC
STATE OF _____
MY COMMISSION EXPIRES: _____

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number: ITB B-23-05-COC**
	INVITATION TO BID (ITB)	**Due Date: 01/17/2023**
TITLE:	Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance	

Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated:_____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
_____

Mailing Address:
_____

Telephone Number: _____ Fax Number: _____ E-mail Address:
_____

_____ _____ FEIN:
_____
Authorized Signatory Printed Name

_____ _____
Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "D" Not Used

Bid Security Bond

~~BOND NO:~~ _____

~~**(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)**~~

~~KNOW ALL MEN BY THESE PRESENTS: That the undersigned~~ _____

_____

~~as Principal, and,~~ _____

~~as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.~~

~~THE CONDITION OF THIS OBLIGATION is such that if Principal:~~

1. ~~Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa _____ titled _____ for a period of (180) calendar days after the date on which the bids are opened; and~~
2. ~~Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.~~

~~Signed this _____ day of _____, _____~~

~~THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.~~

~~Contractor Name: _____ (Affix Contractor's Corporate Seal Above)~~

~~Mailing Address: _____~~

~~Telephone Number: _____ Fax Number: _____ E-mail Address: _____~~

_____ _____ _____ _____

~~Authorized Signatory Printed Name Title Date~~

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number: ITB B-23-05-COC**
	INVITATION TO BID (ITB)	**Due Date: 01/17/2023**

TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance

~~STATE OF _____~~

~~COUNTY OF _____~~

~~BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____ _____, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF _____, TO REPRESENT _____ _____ OF _____ _____ _____

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number: ITB B-23-05-COC**
	INVITATION TO BID (ITB)	**Due Date: 01/17/2023**
TITLE:	Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance	

Attachment "E"
Bid Price Schedule and Acceptance of Terms and Conditions

EXCEL FILE INCLUDED

Complete the ITB Price Schedule MS Excel file attached to this solicitation announcement. Bidders are not required to bid on all groups but are required to bid on all items within each group they choose to bid on. Print out all worksheets in the excel file and include along with this Attachment.

Will your company extend these prices to other governmental agencies in the State of Florida? Yes__ No__

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Bidder/Contractor Name:_____

Mailing Address: _____

Telephone Number: _____ E-mail Address:_____ _____

_____ _____ FEIN: _____
Authorized Signatory Printed Name

_____ _____
Title Date

STATE OF _____COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by

_____as_____of_____
____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "F"
Trench Safety Certification

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.

If trench excavation is required on the Project more than 5-feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5-feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
1.					
2.					
3.					
4.					
5.					

(Attach Separate Sheet if Necessary)

If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "G"
Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address:

_____

_____ _____ FEIN:

_____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "H"
Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)
Attachment "I"
Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted by_____ whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is _____ of the individual signing this sworn statement: _____.

My name is _____ and my relationship to the above entity is_____.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # _____ for _____ Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____
AUTHORIZED SIGNATURE

_____
Typed Name of AUTHORIZED SIGNATORY

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "J"
Organizational Information

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D Number					

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number: ITB B-23-05-COC**
	INVITATION TO BID (ITB)	**Due Date: 01/17/2023**
TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "K"
Proposed Schedule of Subcontractor Participation

☐ **No Subcontracting (of any kind) will be utilized on this project.**		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID			Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number: ITB B-23-05-COC**
	INVITATION TO BID (ITB)	**Due Date: 01/17/2023**
TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "L"

References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

Project #4:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

Project #5:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "M"

Truth-in-Negotiations Certification

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety- Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Proposer/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number: ITB B-23-05-COC**
	INVITATION TO BID (ITB)	**Due Date: 01/17/2023**
TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		

Attachment "N"

Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB B-23-05-COC**

TITLE: **Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance**

SOLICITATION DUE DATE: 01/17/2023 TIME: 3:00pm Local Time

FROM: _____

_____

_____

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number: ITB B-23-05-COC**
	INVITATION TO BID (ITB)	**Due Date: 01/17/2023**
TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		

Attachment "O"

Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____Authorized Signatory

Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "P"

E-Verify Contractor Affidavit

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____
Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) , a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
[Notary Seal] Notary Public

_____
Name typed, printed, or stamped
My Commission Expires: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "Q"

Federally Required Contract Clauses
for FEMA Grantees and Subgrantees

1. ***Equal Employment Opportunity***

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with

any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland "Anti-Kickback" Act*

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. Compliance with the Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by

any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

~~5. Rights to Inventions Made Under a Contract or Agreement~~ Not Applicable

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   ii. Meeting contract performance requirements; or
   iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.
   i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
   ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
      1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
      2. Enter into, extend, or renew a contract to procure or obtain any equipment,

system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:
   a. Are *not used* as a substantial or essential component of any system; *and*
   b. Are *not used* as critical technology of any system.
2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of

this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
   i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment* Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

18. *Affirmative Socioeconomic Steps*
If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. ~~*Copyright and Data Rights –*~~ ***Not applicable***
~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

EXHIBIT A
Technical Specifications

The City of Cocoa is requesting proposals from qualified firms for Fiber Optic Network Equipment, Material, Supplies, Installation, and Maintenance to establish firm fixed prices for fiber optic network equipment, materials, installation, and maintenance for a period of three (3) years with a City option for two (2), one (1) year renewals. No commitments for future purchases for this or any other project are implied and responding firms should not infer any such intentions by the City.

This bid is divided into six (6) sections, falling into four (4) skill set groups. Bidders are not required to bid on all groups but must bid on all items in all sections within each group they do bid on. The sections and groups are:

Group	Skill Set	Section(s)
1	System Design & Engineering Labor	100
2	OSP Construction Conduit, Pull Boxes, and Junction Boxes	200 202
3	Fiber Optic Cable, Preterm Drops, Splicing Terminations, Communication Cabinets, and Construction	201 Items 1-11 203
4	Multi-Pair Cables	201 Items 12-15

Qualified firms must submit their qualifications to perform each of the above Groups. The City will evaluate each submission based on the firm's ability to perform fiber optic network design & engineering, construction, testing, sourcing materials and supplies, and maintenance tasks as well as past experience. Interested participants shall provide a comprehensive history of education, background, technical experience, and expertise. Participants may submit for one group, a combination of groups, or all groups.

Qualified firms wishing to respond to the ITB must be capable of providing all items in a group submitted in their response, whether directly or through sub-contractors. The City reserves the right to approve or disapprove any sub-contractors. This does not, however, limit the use of qualified sub-contractors. The City may, at its discretion, award bids for some groups or sections to more than one bidder and may allocate work in that section to any of the awarded bidders. Situations which may be used to determine which bidder is used include, but are not limited to timing, workload, material availability, size of work force, price, perceived quality of work, perceived expertise, and experience.

This is not an exclusive contract. The City may, at its discretion, secure the services of other vendors for the work content represented in this bid package. The City may also contract with vendors who have been awarded groups in this bid under other contract arrangements and price structures, such as in cases in which simple unit pricing is not the most advantageous method of procurement.

For material, products, and equipment not identified in this bid package, time and material may be billed. Labor rates will be identified in Section 100. The City may, at its discretion, choose to provide all or a portion of the material for any undertaking authorized under this bid.

Where package prices are quoted in this bid (e.g., a fully spliced, terminated, cross-connected, and tested 12 fiber termination), the price may be reduced if part of the work content or material is deleted. Such changes in price must be demonstrated as being adequate and appropriate. In most cases, unit prices for the work content or material in a package price will be available in this document so that the portion of the work omitted is easily valued. In no case should the vendor invoice the City for work or material that, although it is a part of a package price, was not used or required on a particular job. Likewise, labor or material beyond what is normally in a package price may be invoiced as approved by City. Examples of this would be specialty hardware for mounting, or extremely unusual field conditions requiring specialty tools or labor well beyond the normal range. The vendor may refuse work if in the vendor's opinion the job would be beyond its capabilities, the job is unsafe to work, or the vendor's cost to do the job will exceed billable rates. However, bidders should not respond to portions of this bid if they do not have a reasonable expectation of being able to complete all the work authorizations at the submitted unit price. Performance in this area will be considered on bid extensions and other future procurement opportunities.

Since technological changes in this discipline are rapid, products that exceed the specifications of what is depicted in this bid document may be substituted with approval by the City at the unit prices in this bid document.

For all work authorized under this bid document, it will be the responsibility of the contractor to furnish as-built information as requested or required. Simple as-built information should be understood to be fiber splice configuration information, marked up drawings with noted changes from the design, beginning and ending cable footage markings at key locations as coordinated with the City, etc.; this is typically information that would have to be gathered by the vendor as a normal part of doing the job. As-built information may be delivered verbally, on paper, or electronically via e-mail as agreed to by City and vendor for the particular job. There will be no separate billing for simple as-built information. The City may choose on a particular job to pay for advanced as-built information such as AutoCAD, Visio, FiberTrak, or other drawings, GPS locates, or ESRI Shape Files. Labor rates in this bid package can be used to cover such products.

The systems affected by this contract are sometimes critical to the operations of the City, including emergency services. Bidders must be able to respond to emergency repairs as follows:

- Initial telephone/email response within one (1) hour of City's initial contact
- Initial repair forces on-site within four (4) hours of City's initial contact
- Equipment yard with supply of commonly used materials, tools, equipment, and vehicles within 75 miles of City of Cocoa.
- Technicians (minimum 2) and Installers (minimum 2) living or reporting to an office within 75 miles of City of Cocoa.

Bid Packages should include information on locations of equipment yards, typical stocking levels (generalized), reporting locations, and employee proximity to City. Emergency restorations may require work times beyond the normally scheduled workday. Overtime labor rates will be paid for emergency restorations requiring work before 6 AM or after 7 PM, or on a company recognized holiday.

Unit prices should be entered on the attached Price Schedule. It is unlikely that the work authorized in the contract period will specify all items listed. Items for which unit prices are being requested are those that the City anticipates may be used.

It should be noted that not all items described in the various sections have a corresponding billable entry in the Price Schedule. These items are presented as information on the associated work content. Not all billable entries in the Price Schedule have a specific corresponding explanation in the sections but should be easily understood. Any questions regarding these entries shall be sent to the City's Purchasing Manager.

As stated in the Evaluation Factors portion of this document, bids will be awarded based on responsiveness to the requirements and pricing.

To evaluate pricing, the City will add up the total unit cost of each item listed below and create an average unit cost of the combined items for each group. These items are highlighted in yellow on the Price Schedule.

The items included in the Cost (price consideration) are as follows:

Group 1	Group 2	Group 3	Group 4
100-3-101	200-5-12-36	201-4-113-12	201-15-101A
100-4-102	200-5-13-36	201-4-113-24	201-15-101B
100-5-103a	200-6-12-db	201-4-113-48	201-15-102A
100-6-104a	200-7-TW	201-4-113-72	201-15-102B
100-7-105a	200-7-MT	201-4-113-96	201-15-111
	200-7-JL	201-4-113-144	201-15-121
	200-7-ROW	201-4-114-24	201-15-130
	202-8-232	201-4-114-48	201-15-131
	202-8-233	201-4-115-24	
		201-4-115-48	
		201-8-12A	
		201-8-24A	
		201-8-48A	
		201-8-RE	
		201-8-ST-12A	
		201-8-ST-24A	
		201-8-A	
		201-8-B	

The successful proposer will appoint one of their employees as the key contact for approval by the City's project manager.

It is the City's belief that the services required are adequately described herein. Therefore, any contract which may result from this ITB must include the entire effort required of the proposer to provide the service described.

Specifically, no additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the City's errors or omissions. A provision to this effect shall be included in any negotiated contract.

TECHNICAL & SPECIAL PROVISIONS

ACRONYMS

AASHTO .....American Association of State Highway and Transportation Officials
ANSI ..... American National Standards Institute
ASTM ..... American Society for Testing and Materials
BICSI ..... Building Industry Consulting Service International
BNC ..... Binary Network Connector
C ..... Celsius
DA ..... Distribution Automation
dB ..... Decibel
DOT ..... Department of Transportation
EIA ..... Electronic Industries Alliance
ELFEXT ..... Equal-Level Far-End Crosstalk
F ..... Fahrenheit
FDOT ..... Florida Department of Transportation
HDPE ..... High Density Polyethylene
IP ..... Inside Plant
ISO ..... International Organization for Standardization
LED ..... Light Emitting Diode
MFES ..... Managed Field Ethernet Switch
MHz ..... Megahertz
MM ..... Multi-Mode
NEC ..... National Electric Code
NEMA ..... National Electrical Manufacturers Association
NESC ..... National Electric Safety Code
NEXT ..... Near-End Crosstalk
OSHA ..... Occupational Safety and Health Administration
OSP ..... Outside Plant
OTDR ..... Optical Time Domain Reflectometer
PE ..... Professional Engineer
PS-FEXT ..... Power Sum Far-End Crosstalk
PS-NEXT ..... Power Sum Near-End Crosstalk
RCDD ..... Registered Communications Distribution Designer
SM ..... Single-Mode
TIA ..... Telecommunications Industry Association
TMC ..... Transportation Management Center
UL ..... Underwriters Laboratories

SECTION 100 – System Design, Engineering, Installation & Technical Labor

100-1 Description: The requirements contained herein address the procurement of fiber optic, electronic, design, or system related labor and mobilization services for the owner.

100-2 General Requirements: Furnish labor only in either hourly or lump sum units, as listed below to cover electrical, copper/wireless/fiber optic communications, electronics, and systems related work as requested by the owner or other agencies / departments as required. This will include but not be limited to communication systems installation, splicing, repairs, testing, and troubleshooting, electronic testing, and troubleshooting, and equipment replacements or upgrades. The labor classifications listed below should generally be on-staff or readily available to your firm in some verifiable arrangement. The professional certifications (PE and RCDD) listed below are required. The description of work that might be performed by someone in the following labor categories is typical. The educational and experience level, except for PE Services, is suggested and not necessarily required.

100-3 BICSI Registered Communications Distribution Designer: The individual in this position interacts with the owner to advise, respond, and stamp documents, drawings, and plans as needed. This position requires a RCDD Certification issued by BICSI. The duties of this individual include administrative and operational activities but are not limited to the following:

- Train Owner's staff in proper use of equipment, installation techniques, administrative reporting requirements, plans / specifications reading & interpretation, and owner policy adherence to BICSI standards
- Train Owner's staff in implementation and requirements of the USDOT Manual of Uniform Traffic Control Devices
- Manages project work schedule of others to BICSI practices and standards
- Assist installation staff as necessary with all activities as necessary to meet project schedules and requirements
- Perform project walk-throughs to develop project scope, plan of action, and schedule
- Develop project drawings reflecting job walk through for owner
- Review plans/specifications for projects to develop scope requirements, resource allocation plan, and errors / inconsistencies, and develop resource requirements (material, labor, equipment), and manage project resources to BICSI compliancy
- Review and complete reports including review of billable items with management.
- Address project payment authorizations and all construction issues with owner representatives, and / or CEI / inspectors / owner's representatives
- Manage reporting of necessary documents on behalf of the owner
- Review plans/specifications with owner prior to assignment of personnel to a project
- Update the owner with project status and meet with owner's elected bodies as required.
- Assist owner's engineering department with project related issues as they pertain to BICSI best practices and procedures

- Attends project meetings at the start of a project and when technical issues arise or on a regular basis as necessary

Knowledge, Abilities, and Skills: Know and understand the best practices, procedures, and standards of BICSI. Be able to use the BICSI TDM Manual and associated BICSI documentation as required by the Owner. Have skills to design and understand telecommunication systems. Knowledge of federal, state and local laws, regulations, rules and ordinances applicable to facilities maintenance, including best engineering practices, BICSI structured cabling and BICSI standards, and building access for the disabled (ADA). Advanced knowledge of most trades related to building construction, maintenance, and repairs. Have advanced knowledge of the proper operation of installation of fiber and telecommunications tools and equipment, preventative maintenance practices, occupational hazards, and safety practices applicable to best engineering practices and BICSI standards and methods. Knowledge of customer service practices. Possess the ability to safely operate assigned vehicles and equipment. Have ability to read and follow blueprints and shop or engineering drawings. Have ability to establish and maintain effective working relationships with supervisors, co-workers, vendors, and the general public. Have ability to communicate effectively, both orally and in writing.

Education and Experience: A (2) two-year degree from an accredited college is preferred. Must have completed the required BICSI training classes to have received a BICSI RCDD certification, and (5) five years of experience in telecommunications system design.

Licenses and Certifications: BICSI RCDD certification.

100-4 CADD Operator: An individual who coordinates, documents and facilitates graphical reporting on the daily workflow between the owner's and the contractor's operations. Individual must be able to maintain, program, and draft using various commercially available and customized software and develop specific engineering related documents and drawings and interface to databases throughout the company's system, and performs related duties as assigned. The following duties have been provided as examples of the essential types of work performed by positions within this job classification. The duties of this individual include administrative and engineering activities, but are not limited to the following:

- Perform CAD and related engineering services
- Attend routine, scheduled, coordinated, and organized owner meetings to achieve contract plans / specifications for project completion and act as a general Owner / Contractor liaison for related owner communications
- Analyze, track and communicate CAD / GIS / survey strategies to enhance owner / contractor efforts
- Support owner / contractor installation and technical staff with various systems design and documentation services
- Prepare work orders, assign work, and oversees CAD & GIS staff positions in the maintenance and operations of communication / network designs. Oversee all engineering work in progress to ensure adherence to industry, state/local standards
- Perform related duties & other tasks as directed by the owner / contractor

Knowledge, Abilities, and Skills: Proficient in performing above activities to industry best practices and BICSI structured cabling design standards within applicable safety standards. Have ability to develop, read and follow

blueprints, shop and engineering drawings. Have ability to establish and maintain effective working relationships with supervisors, co-workers, vendors, and the public. Have ability to communicate effectively – both orally and in writing.

Education and Experience: High School Diploma or the equivalent of a High School Diploma, and (2) two years of CADD or CADD related experience, or an equivalent combination of training and experience.

Licenses and Certifications: Possession of a valid Florida Commercial Driver's License, Class B.

100-5 Electronics Technician: The individual in this position will interact with all owner and contractor employees. Direction will be taken from the Contractor RCDD, Foreman, or Superintendent. The RCDD Foreman or Superintendent reports to the contractor on behalf of the owner. The duties of this individual include, but are not limited to the following:

- Review plans and specifications with Lead Technician, Area Manager, or Owner's representative prior to assignment of technicians to a project
- Maintain all splice/test equipment, keep equipment clean, advise of calibration dates
- Report any/all equipment problems to the Equipment Manager
- Make Lead Technician or Area Manager aware of material needs, daily reports and timesheets. Ensure owner required paperwork is submitted each day and ensure that data report is accurate
- All equipment is to be inspected weekly & report submitted to the Equipment Manager
- Update the Lead Technician or Area Manager with project status each day so scheduling can be adjusted based on progress
- Assist with GPS locates
- Must have a clear understanding and be able to install cable in aerial, underground, and inside plant environments. Must understand the operation of bucket truck, lasher, blower, and tugger – including slack requirements for cable. Must be capable of reading and comprehending project plans and specifications and the ability to apply this understanding in the field
- Cable Management: Slack and proper routing, dressing cable in cabinet, vaults, manholes, pull boxes, Telecommunication Rooms, hubs, and any/all accessible points
- Prepping cable: Practice proper management in splice enclosures, termination cabinets to allow for re-entry for maintenance through the life of the cable plant. Prep for proper length of fiber for fan-out kits if applicable

Splicing: Owner requires Corning Fusion Splicers: M-90, X-77, I-lid, and opti-splice lid Fusion Splicers. Technician must be familiar with each splicer. Owner must approve substitutions.

Fusion Splicing: Preparing, analyzing, and reading FO splice diagrams, must be able to determine continuity on a system/project. Must be capable of reading and comprehending project plans & specifications with ability to apply this understanding to field conditions including:

• Follow manufacturer's set-up procedures for the fusion splicer. Select proper V-grooves for the size of fiber.

• Use proper techniques when taking buffer tubes into the splice enclosure or fiber optic termination panel. Simulate their placement in the tray to determine proper lacing of fibers in the tray.

- Prep & cut fiber as needed to ensure the fibers will lay properly in the trays
- Bring all buffer tubes into the tray on the same end of the tray.
- Label buffer tubes and fibers inside the splice tray.
- Add Heat Shrink to all fibers in the buffer tube.
- Strip, clean & cleave fiber to proper length and angle
- Splice must be below .03dB to meet specifications when testing with an OTDR after placement of fusion heat shrink.
- Place splices in the tray in color code order

Testing: Individual must be proficient in above procedures as well as the ability to develop and determine optical loss budget calculation. The individual must have the ability to OTDR test using the proper Index of Refraction (IOR), be knowledgeable in the operation of Light Source/Power Meter testing and BICSI standard labeling.

Troubleshooting: Must be able to determine why a system is not operational-and solve the problem.

Knowledge, Abilities, and Skills: Proficiency in applying best practices for industry regulations, rules while following state/local ordinances and BICSI structured cabling standards. Proficient with proper installation, termination & testing of communication networks as detailed above while applying safety practices applicable.

Education and Experience: High School Diploma or the equivalent of a High School Diploma, and (2) two years of technical experience, or an equivalent combination of training and experience.

Licenses and Certifications: Possession of a valid Florida Commercial Driver's License, Class B.

100-6 Cable Installer: The individual in this position will interact with all owner and contractor employees. Direction will be taken from the Jobsite Foreman or Superintendent. The duties of this individual include, but are not limited to the following:

- Perform aerial installation of fiber optic cable, span wire and necessary hardware
- Perform underground installation of fiber optic cable and/or tracer wire
- Perform down guy installation.
- Direct other Fiber Optic Cable Installer.
- Ability to read and comprehend plans
- Perform weekly equipment inspections
- Complete daily reports as required
- Follows direction of the Jobsite Foreman, Superintendent, and / or Area Manager for project schedules, materials, equipment, and crews
- Requires a CDL Driver's license issued by the State in which the employee resides
- Work in all types of weather conditions is a requirement
- Other duties as assigned by Management.

Knowledge, Abilities, and Skills: Proficiency in applying best practices for industry regulations, rules while following state/local ordinances and BICSI structured cabling standards. Proficient with proper aerial, underground and wireless installation of communication networks as detailed above while applying safety practices applicable.

Education and Experience: High School Diploma or the equivalent of a High School Diploma, and (2) two years of technical experience, or an equivalent combination of training and experience.

Licenses and Certifications: Possession of a valid Florida Commercial Driver's License, Class B.

100-7 Duct Installer: The individual in this position interacts with all owner / contractor employees. Directions are taken from the Jobsite Foreman or Superintendent. The Jobsite Foreman or Superintendent reports to the Area Manager. The duties of this individual include, but are not limited to the following:

- Install pull boxes and conduit (by plow-trench-bore methods)
- Place delineator markers
- Ability to read and comprehend plans
- Perform weekly equipment inspections
- Complete daily reports as required
- Follows direction of the Jobsite Foreman, Superintendent, and / or Area Manager for project schedules, materials, equipment, and crews
- Requires a CDL Driver's license issued by the State in which the employee resides
- Work in all types of weather conditions is a requirement
- Other duties as assigned by Management.

Knowledge, Abilities, and Skills: Proficiency in applying best practices for industry regulations, rules while following state/local ordinances and FDOT duct placement specifications. Proficient with all Florida Sunshine One Call locate and notification activities; all underground trench-plow-bore installation procedures in support of both electrical and low voltage communication networks as detailed above while applying safety practices applicable.

Education and Experience: High School Diploma or the equivalent of a High School Diploma, and (1) one year of technical experience; or an equivalent combination of training and experience.

Licenses and Certifications: Possession of a valid Florida Commercial Driver's License, Class B.

100-8 Basis of Payment: Price and payment will be full compensation for all work specified in this section. Payment will be made under:

- Item No. 100-3-101 Labor – BICSI RCDD, (per Hour)
- Item No. 100-4-102 Labor – CADD Operator, (per Hour)
- Item No. 100-5-103a Labor – Electronics Technician, Travel/Standby, (per Hour)
- Item No. 100-5-103b Labor – Electronics Technician, Onsite, (per Hour)
- Item No. 100-6-104a Labor – Cable Installer, Travel/Standby, (per Hour)
- Item No. 100-6-104b Labor – Cable Installer, Onsite, (per Hour)
- Item No. 100-7-105a Labor – Duct Installer, Travel/Standby, (per Hour)
- Item No. 100-7-105b Labor – Duct Installer, Onsite, (per Hour)

SECTION 200 – OSP CONSTRUCTION CONDUIT – UNDERGROUND

200-1 Description: Install conduit for electrical and low voltage systems as shown in the plans or referenced to FDOT Design Standards, Index No. 17721.

200-2 General Requirements: Consider the locations of conduit as shown on the plans as approximate. Construct conduit runs as straight as possible and obtain the Engineer's/Owner's approval of all major deviations in conduit locations from those shown on the plans.

Do not place more than the equivalent of four quarter bends or 360 degrees of bends, including the termination bends, between the two points of termination in the conduit, without a pull box. Obtain the Engineer's/Owner's approval to use corrugated flexible conduits for short runs 6 feet or less.

Use only intermediate metal conduit, rigid galvanized conduit, rigid aluminum conduit or PVC coated intermediate metal conduit for above-ground or underground electrical power service installations.

Use either schedule 80 PVC or fiberglass reinforced epoxy conduit for installations on bridge decks. Use either schedule 40 PVC or fiberglass reinforced epoxy, conduit for underground and under pavement installations, except for electrical power service.

When the installation of a conduit requires jacking under paved surfaces, railroads, etc., use an intermediate metal conduit as the sleeve for the underground conduit. Install the underground conduit as shown in the Design Standards, Index No. 17721.

When a conduit installation changes from underground to above-ground, make the change a minimum of 6 inches below finished grade.

Install a jet line or polypropylene cord the full length of all conduits that are designated for future use. Ensure that a minimum of 24 inches of pull line is accessible at each conduit termination (or as approved by the Engineer / Owner).

Install an expansion fitting when conduit crosses an expansion joint of a structure.

Use couplings and expansion joints made of the same material as the conduit.

Ensure that all joints are made as specified by the manufacturer and are waterproof.

For installations not specifically shown, install the conduit in accordance with NEC and/or National Electrical Safety Code requirements.

When earth backfill and tamping is required, place backfill material as per Section 120 in layers approximately 12 inches thick and tamp each layer to a density equal to or greater than the adjacent soil.

When trenching instead of boring, saw cut and repair all pavement and sidewalks encountered. When backfilling trenches in existing pavement, use a commercially available sand-cement (approximately 10:1 mix ratio).

Provide a standard clearance between underground control cable and electrical service cable or another parallel underground electrical service cable that meets National Electrical Safety Code requirements.

200-3 – Materials Use materials meeting the requirements specified below:

200-3.1 – HDPE Duct: Provide an outer duct and innerduct that is suitable for underground use in an ambient temperature range of -30 to 130 degrees F without degradation of material properties.

Provide outer duct and innerduct that is resistant to benzene, calcium chloride, ethyl alcohol, fuel oil, gasoline, lubricating oil, potassium chloride, sodium chloride, sodium nitrate, and transformer oil, and is protected against degradation due to oxidation and general corrosion.

Provide outer duct and innerduct with an outer diameter to minimum wall thickness ratio that complies with ASTM-D3035, Standard Dimension Ratio (SDR) 13.5.

Provide outer duct and innerduct that meets or exceeds the following:

ASTM-D638:	Tensile Strength – 3,000 psi minimum Elongation – 400 percent minimum
ASTM-D1238:	Melt Index – 0.4 maximum
ASTM-D1505:	Density – 0.941 – 0.955 g/cc
ASTM-D1693:	Condition B – 20 percent failure, maximum
ASTM-D2444:	Impact – NEMA Standards Publication TC7
ASTM-D3350:	Cell classification – 334420 or 344420

Provide outer duct and innerduct with a coefficient of friction of 0.09 or less.

Provide ½-inch, pre-lubricated, woven polyester tape pull line with a minimum rated tensile strength of 2,500 lb.

200-3.1.1 – HDPE Outer Duct: Provide factory lubricated low friction, coil-able, high-density conduit constructed of virgin high-density polyethylene. Provide outer-duct conduit with a smooth outer wall, and inner wall, and ensure the conduit is capable of being coiled on reels in continuous lengths, transported, stored outdoors and subsequently uncoiled for installation without affecting its properties or performance.

Provide multi-duct conduit organizers at all points where the multi-duct conduit enters and exits into a junction box, pull box, splice-vault, cabinet, or similar structure. Provide multi-duct conduit organizers that are appropriately sized relative to the ducts. Provide conduit spacers that are appropriately sized relative to the ducts.

200-3.1.2 – HDPE Innerduct: Provide factory lubricated, industry sized 1½ or 2 inch inside diameter as listed in the plans, low friction, coil-able, conduit constructed of virgin high-density polyethylene innerduct. Said innerduct shall conform to ASTM D-2239 and meet the following minimum requirements: Smooth wall SDR-11, nominal outer diameter of 1.592 inches, minimum inner diameter 1.360 inches and a minimum wall thickness of 0.106 inches. Provide conduit with a smooth outer wall and ribbed inner wall and ensure the conduit is capable of being coiled on reels in continuous lengths, transported, stored outdoors and subsequently uncoiled for installation without affecting its properties or performance.

Innerduct shall be furnished in the following factory extruded colors: orange, white, black, and yellow as specified. Red shall be reserved for electric.

Furnish and install innerduct with an uninterrupted detectable Kevlar pull (mule) tape, with a minimum of 3-feet of excess tape extending out of each end of the innerduct or as directed by owner / Engineer. These pull tapes shall be utilized in future phases for the installation and detection of fiber optic cable.

Provide mechanical duct plugs that provide a watertight barrier when installed in an unused conduit or outer-duct conduit. Provide duct plugs sized in accordance with the conduit furnished. Provide duct plugs that are removable. All conduits shall come with factory installed duct plugs to keep out dust, dirt, and water.

Provide mechanical sealing devices that provide a watertight barrier between the conduit and communications cable. Provide mechanical sealing devices sized in accordance with the conduit furnished and with appropriately sized holes for the communications cable. Provide mechanical sealing devices that are removable.

200-3.1.3 – HDPE Innerduct: Same as 200-3.1.2 except without detectable mule tape.

200-3.1.4 – MaxCell innerduct in lieu of HDPE innerduct may be allowed if approved by owner.

200-3.2 – Secondary Underground Conduit: Furnish and install HDPE or PVC conduit sized per plans for additional pipe in common trench. Install the proper size and quantity of conduits to be used in accordance with the minimum conduit size and quantity requirements of the NEC and as approved by the owner.

200-3.3 – Above Ground Conduit: Furnish and install conduit for above ground use (a riser assembly on a utility service pole for the purpose of bringing power from above ground to underground conduit/duct, or bridge mounted or other above ground structure) consisting of galvanized rigid steel (GRS), aluminum, or Schedule 80 PVC conduit in accordance with ASTM D 1785, and as approved by the owner.

Furnish and install Schedule 80 PVC conduit, aluminum, or Rigid Metal Conduit (RMC) for bridge crossings, attached to the bridge structures, under the parapet, wherever feasible and applicable. All rigid steel conduit material utilized shall be compliant with UL-6, ANSI C-80.1 and to Article 346 of the NEC. All aluminum conduits shall be of aluminum 6063 aluminum alloy, T-1 Temper, ANCI C80.5, and NEC 250.118(2). All required connectors, adapters, fittings, conduit straps or "U" guard clamps and incidentals required and necessary for above ground installations shall be galvanized and provided to construct a complete conduit/duct system.

No reducing couplings or reduction in the inside diameter of conduit shall be permitted. No intermediate metallic conduit (IMC) or thin-wall type electrical conduit shall be permitted for outdoor use.

Furnish and install a galvanized metal conduit grounding bushing, or aluminum metal conduit grounding bushing on the terminating ends of all GRS/aluminum conduit runs. The bushings shall have an insert made of plastic or other suitable material to protect wiring installed in the conduit. The bushing shall have a compression-type grounding lug for bonding the conduit to the ground rod in the pull box. Do not field drill seal bushings.

200-4 Method of Measurement: The Contract unit price for conduit furnished and installed complete and all necessary supplies required for installation.

200-5 Conduit

200-5.1 General: Place conduit (location and depth) as required by the FDOT *Utility Accommodation Manual*, the plans, or as specified by the owner / designer. If the required depth cannot be accomplished due to soil conditions, obstructions, etc., additional mechanical protection may be required at the discretion and approval by the Owner.

For underground conduit/duct requiring additional mechanical protection (i.e., boring under railroads, shallow boring depth, proximity to foreign utilities, etc.), furnish and install black steel pipe (BSP) as an outer sleeve / casing, or other materials as required by the permitting agency and/or approved by the Owner.

After the installation of the innerducts and upon completion of the tamping and backfill process, perform a mandrel test on each individual duct to ensure that no duct has been damaged. Provide a non-metallic mandrel having a diameter of approximately one inch for use in 1¼-inch innerduct. If damage has occurred, replace the entire length of duct.

Test HDPE conduit for continuity and proper installation using a pressurization process; plug each innerduct and pressurize it to achieve a minimum pressure of 100 psi for a minimum of two minutes.

No roadway pavement cuts will be allowed unless approved by the Owner.

Conduit entrances into base-mounted field cabinets through the sides, back or top of the cabinet are not permitted. All conduit attachments to rigid structures shall require a shop drawing / plan detail showing the attachment method for review.

Conduits terminating in base mounted cabinet foundations shall extend a minimum of two inches above the foundation. All bends shall be 90° sweep, suitable for fiber optic cable, free from kinks, and of such easy curvature to permit the drawing in of cables without damage to insulation.

All new base mounted field cabinet foundations shall have installed at least two spare empty two-inch conduits terminating in a pull box. All conduits installed without cable shall have a pull wire installed.

Any metal conduit utilized shall be grounded and bonded in accordance with the NEC. All installation and construction work on all facilities shall follow the NESC.

200-6 Conduit Placement

200-6.1 Multi-Duct Installation in Outer Duct: Simultaneously install the individual colored innerducts in the outer duct. Install the multi-duct conduits using an approved cable pulling lubricant.

Use a dynamometer (clutch device) so as not to exceed the maximum allowable pulling tension. Do not use a motorized vehicle to generate pulling forces.

Keep tension on the ducts and the pulling line at the start of each pull. Do not release the tension if the pulling operation is halted. Restart the pulling operation by gradually increasing the tension until the multi-ducts are in motion. Once the multi-duct system is installed in the outer duct, install the duct organizers at the point where the multi-duct system enters or exits the junction box, pull box, splice vault, or other similar structure, or cabinet.

Extend the ends of the multi-duct conduit such that upon completion of the installation, the ducts will extend a minimum of two inches above concrete surfaces and four inches above crushed stone bases.

200-6.2 Splicing of the Conduit: Splice or join sections of conduit(s) using manufacturer's recommended splice kits. Upon approval, a junction box or pull box may be installed at locations where splicing or coupling of the conduit is necessary due to problems encountered with the installation. Use of mechanical couplings may be approved by the Owner on a project basis depending upon project requirements.

200-6.3 Duct Plugs and Mechanical Sealing Devices: Following the installation of conduit where the communications cable is not immediately installed use a duct plug to seal the ends of the conduit. Secure the pull line to the duct plug in such a manner that it will not interfere with the installation of the duct plug and provide a watertight seal.

In conduits containing communications cable, seal the conduit with an approved mechanical sealing device. Ensure the installation provides a watertight seal.

200-6.4 – This item is meant to cover those situations where standard boring methods and procedures are not acceptable. Use of this pay item must be approved by Owner in advance.

200-7 Conduit Detection

200-7.1– Tracer Wire – As an alternative to 200-7.1.3, a 14-gauge tracer wire may be specified for placement in conduit.

200-7.2 – Marking Tape and Detectable Pull Tape: Furnish and Install a Marking Tape and Detectable Pull Tape location system, comprised of two components:

1. Elastic PVC marked, 6-inch, tear resistant, corrosion resistant tape. The color of the tape shall be orange with "(owner designation) FIBER OPTIC CABLE – CALL BEFORE DIGGING" printed every 3 feet in black letters and shall be buried between 12 to 18-inches below grade; and
2. A detectable pull tape shall be pulled in unison with the cable and left in all duct/s.

200-7.3 – Cable Route Markers: Furnish and install delineators that are tubular in design and constructed of Type III high-density polyethylene material. Provide delineator assemblies that are ultraviolet stabilized to help prevent their components from color fading, warping, absorbing water, and deteriorating with prolonged exposure to the elements. Provide delineator posts that have a cap that is orange in color.

The delineator assemblies shall include the descriptive information "(Owner Designation) OPTIC CABLE – CALL 811 BEFORE DIGGING", printed in black on an orange reflective background material that will not fade

or deteriorate over time. The printed message shall be partially visible from all directions approaching the assembly.

As field conditions dictate, fiber delineators shall be placed at approximately 500-foot intervals or as approved by the owner / designer on the rights-of-way line but should be placed to avoid visual clutter in urban areas. Owner / Designer should approve number, frequency, and location of markers

200-8 – Basis of Payment: Price and payment will be full compensation for all work specified in this section. Payment will be made under:

- Item No. 200-5-12-24 Conduit –2" placed at 24", machine trenched, per 10 Feet (Furnished and Installed)
- Item No. 200-5-12-36 Conduit – 2" placed 36", machine trenched, per Foot (Furnished and Installed)
- Item No. 200-5-13-24 Conduit – 2" placed 24"' hand trenched, per Foot (Furnished and Installed)
- Item No. 200-5-13-36 Conduit – 2" placed 36", hand trenched, per Foot (Furnished and Installed)
- Item No. 200-5-12-ep Conduit –2", extra pipe in trench, per Foot (Furnished and Installed)
- Item No. 200-6-1.25 Placement – 1 ¼", innerduct, corrugated, colored, per Foot (Furnished and Installed)
- Item No. 200-6-41.25 Placement – 4W 1 ¼", HDPE colored, per Foot (Furnished and Installed)
- Item No. 200-6-23 MaxCell Placement – 3 cell for 2" and larger conduits
- Item No. 200-6-33 MaxCell Placement – 3 cell for 3" and larger conduits
- Item No. 200-6-43 MaxCell Placement – 3 cell for 4" and larger conduits
- Item No. 200-6-00-18 Placement –Cable Direct Bury, hand dig, 18" placement, per Foot (Install only)
- Item No. 200-6-00-30 Placement – Cable Direct Bury, plow, 30" placement, per Foot (Install only)
- Item No. 200-6-12-db Placement – 2" HDPE, Directional Bore, per Foot (Furnished and Installed)
- Item No. 200-6-14-db Placement – 2" HDPE, Directional Bore, Special Conditions, per Foot (Furnished and Installed)
- Item No. 200-6-15-db Placement – 4" HDPE, Directional Bore, per Foot (Furnished and Installed)
- Item No. 200-6-16-db Placement – 4" HDPE, Directional Bore, Special Conditions, per Foot (Furnished and Installed)
- Item No. 200-6-18-db Placement – 8" HDPE, Directional Bore, under waterway, <1000lf, per Foot (Furnished and Installed)
- Item No. 200-6-12grs Placement – 2" GRS per Foot (Furnished and Installed)
- Item No. 200-6-14grs Placement – 4" GRS per Foot (Furnished and Installed)
- Item No. 200-6-12fbr Placement – 2" Fiberglass, Bridge mount, per Foot (Furnished and Installed)
- Item No. 200-6-14fbr Placement – 4" Fiberglass, Bridge mount, per Foot (Furnished and Installed)
- Item No. 200-7-TW Detection –Detectable Tracer Wire, per Foot (Furnished and Installed)
- Item No. 200-7-MT Detection –Detectable Marking Tape, per Foot (Furnished and Installed)
- Item No. 200-7-JL Detection – Jet Line, per Foot (Furnished and Installed)
- Item No. 200-7-ROW Detection –ROW Delineator Marker Post, orange, 6', per each (Furnished and Installed)

SECTION 201 – SYSTEM COMMUNICATIONS

201-1 Fiber Optic Infrastructure

201-2 Description: The requirements contained herein address the procurement and installation of passive fiber optic infrastructure for the owner.

201-3 General Requirements: Furnish, install, splice, and test all fiber optic cable, fiber optic assemblies, patch cords, and all passive network infrastructures including, but not limited to splice trays and closures, patch panels, fan-outs, terminations, and fusion splices.

Furnish all tools, equipment, materials, supplies, and manufactured articles, and perform all operations and equipment integration necessary to provide a complete, fully operational passive fiber optic infrastructure.

The necessary equipment shall be the responsibility of the contractor. Provide all labor and equipment necessary to move inventory& to transport it to the installation location. Install all items in accordance with the manufacturer's instructions or as directed by the owner.

201-4 Materials:

201-4.1 Fiber Optic Cable: Provide outside plant cable (OSP) cable suitable for installation in an underground conduit or direct bury environment including constant immersion in water for outdoor installations. All cable shall be loose-tube, non-metallic construction unless otherwise specified. The cable shall be provided and installed in continuous lengths. Fibers in the fiber optic cable shall be spliced and/or terminated as specified by owner / designer. Generally, though not always, straight splices will require the splicing of all fibers

All optical glass shall be of the same manufacturer.

The cable shall be capable of withstanding a minimum-bending radius of 10 times its outer diameter during operation and 20 times its outer diameter during installation without changing the characteristics of the optical fibers.

All fibers are to be Single-Mode unless specifically noted on plans by the owner.

The following table presents the optical requirements of the Single-Mode and Multi-Mode fiber:

Table 201-4.1 Optical Fiber Specifications

Parameters	Single-Mode	Multi-Mode
Type	Step Index	Graded Index
Core Diameter	8.3µm (Nominal)	62.5µm
Cladding Diameter	123µm	125µm
Core to Cladding Offset	≤ 0.8µm	≤ 1.5µm
Coating Diameter (OSP)	245µm +/-5µm	245µm +/-5µm
Coating Diameter (IP)	900µm ± 15µm	
Cladding Non-circularity	≤ 0.7%	
Proof Tensile Test	100 kpsi (0.7 GN/m²)	
Attenuation		
@850nm (MM)	N/A	≤ 3.5 dB/km
@1300nm (MM)	N/A	≤ 1.0 dB/km
@1310nm (SM)	≤ 0.4 dB/km	N/A
@1550nm (SM)	≤ 0.3 dB/km	N/A
Bandwidth		
@850nm (MM)	N/A	200
@1300nm (MM)	N/A	1000
Chromatic Dispersion		
Zero Dispersion	1301.5/1321.5nm	
Wavelength Zero		
Dispersion Slope	0.089 ps/(nm²-km)	
Maximum Dispersion	3.3 ps/(nm•km) for 1285-1330nm <18ps/(nm•km) for 1550nm	
Cut-Off Wavelength	1260nm	
Numerical Aperture		
(EIA-455-47)	N/A	0.275

All optical fibers shall be proof tested by the fiber manufacturer at a minimum load of 100-kpsi. All optical fibers shall be 100% attenuation tested at the factory for compliance with performance specifications described herein. The attenuation data for each fiber shall be provided with each cable reel.

201-5 Fiber Optic Cable Outside Plant Cable (OSP): Unless specified otherwise, provide cable of a water-blocked, loose tube construction with buffer tubes wrapped around a dielectric central strength member. All fiber(s) shall be contained within buffer tubes, and each buffer tube shall have an inside diameter much greater

than the total diameter(s) of the fiber(s) it supports. The fiber optic cable shall have a reverse oscillation or planetary stranding structure.

The buffer tubes shall be color coded in compliance with EIA/TIA-598 "Color Coding of Fiber Optic Cables". All fibers shall be color coded in compliance with EIA/TIA-598 "Color Coding of Fiber Optic Cables".

Jacket construction and the configuration of the groups shall be such that they can easily be separated at splice points, permitting one set of fibers to be cut and spliced while the others remain continuous.

Submit proposed cable designs for the owner approval prior to procurement and installation of cable plant if the cable is something other than what is normally used.

The cable shall have a water-block tape over the buffer tubes and throughout the remainder of the cable to prevent entry of water.

each fiber or group of fibers shall be free-floating within the tubes such that all mechanically or environmentally induced stress placed upon the cable is de-coupled from the fibers. The air within the buffer tubes shall be displaced with a gel to prevent entry by water and to facilitate free movement of the fiber(s) within.

The cable shall be capable of withstanding a pulling tension of 2700 N (600 lbs.) under load conditions and 600 N (135 lbs.) under static conditions and a crush resistance of 220 N/cm (length of cable), without changing the characteristics of the optical fibers.

The outer jacket shall be UV and fungus resistant.

201-5.1 Cable Labeling Cables shall be distinguishable from each other by labeling. Cable tags similar to Blackbox 32785 shall be attached to the cable at each pull box, pole attachment, or entry into a termination facility. The jacket or sheath shall be marked with the manufacturer's name, date of manufacture, cable description, fiber count, and sequential measurement markings at least every 3-feet.

The cable shall be capable of withstanding the following environmental conditions:

Installation:	-30 degrees to +70 degrees
Storage:	-40 degrees to +70 degrees
Operation:	-40 degrees to +70 degrees

201-5.2 Riser Cable, Multi-Mode OFNR

201-5.2.1 Riser Cables up to 24 Fibers: In cables with more than one fiber, the fibers shall be stranded around a dielectric central member and surrounded by layered aramid yarns. The aramid yarns shall serve as the tensile strength member of the cable. A ripcord may be applied between the aramid yarns and the outer jacket to facilitate jacket removal. The outer jacket shall be extruded over the aramid yarns for physical and environmental protection.

201-5.2.2 Riser Cables with More than 24 Fibers: The buffered fibers shall be grouped in six fiber subunits. In each subunit, the individual fibers shall be stranded around a dielectric central member and surrounded by layered aramid yarns. A ripcord shall be incorporated in the subunit design to facilitate

access to the individual fibers. The subunit jacket shall be extruded over the aramid yarns for additional physical and environmental protection. The subunits shall be stranded around a dielectric central member. A ripcord shall be inserted beneath the outer jacket to facilitate jacket removal. The outer jacket shall be extruded around the units for physical and environmental protection.

201-5.2.3 Non-Plenum Applications. The storage temperature range for the cable on the original shipping reel shall be 400C to +700C. The installation/operating temperature range for riser cables shall be -200C to +700C. Testing shall be in accordance with FOTP-3.

201-5.3 Plenum Cable, Multi-Mode OFNP

201.5.3.1 Plenum Cables up to 24 Fibers: The fibers may be stranded around a dielectric central member and surrounded by layered aramid yarns. The aramid yarns shall serve as the tensile strength member of the cable. A ripcord shall be applied between the aramid yarns and the outer jacket to facilitate jacket removal. The outer jacket shall be extruded over the aramid yarns for physical and environmental protection.

201.5.3.2 Plenum Cables with 24 to 72 Fibers: The buffered fibers shall be grouped in six fiber subunits. In each subunit, the individual fibers shall be stranded around a dielectric central member and surrounded by layered aramid yarns. A ripcord shall be incorporated in the subunit design to facilitate access to the individual fibers. The subunit jacket shall be extruded over the aramid yarns for additional physical and environmental protection. The subunits shall be stranded around a dielectric central member. A ripcord shall be inserted beneath the outer jacket to facilitate jacket removal. The outer jacket shall be extruded around the units for physical and environmental protection.

201.5.3.3 Plenum Cables with More than 72 Fibers: The buffered fibers shall be grouped in twelve fiber subunits. In each subunit, the individual fibers shall be stranded around a dielectric central member and surrounded by layered aramid yarns. A ripcord shall be incorporated in the subunit design to facilitate access to the individual fibers. The subunit jacket shall be extruded over the aramid yarns for additional physical and environmental protection. The subunits may be stranded around a dielectric central member. A ripcord shall be inserted beneath the outer jacket to facilitate jacket removal. The outer jacket shall be extruded around the units for physical and environmental protection.

201.5.3.4 Plenum Applications. The storage temperature range for the cable on the original shipping reel shall be -400C to +700C. The installation/operating temperature range for plenum cables shall be 00C to +700C. Testing shall be in accordance with FOTP-3.

201-6 Installation Requirements: Utilize fiber optic cable installation techniques such that the optical and mechanical characteristics of the cables are not degraded at the time of installation.

201-6.1 Cable Pulling: Before starting any construction, all contractor personnel (including subcontractors) shall be thoroughly familiar with and shall comply with Occupational Safety and Hazard Act (OSHA) regulations, FDOT safety practices and policies, and the Florida State “One-Call” System requirements.

Perform the cable pulling operation in such a manner that the minimum-bending radius of the cable shall not be exceeded in the unreeling and pulling operations. Use entry guide chutes to guide the cable into the pull-box conduit ports. Utilize lubricating compound to minimize cable-to-conduit friction. Lubricating compound must be a water-based compound specifically produced for fiber optic cable lubrication. Lubricants such as dish soap and other substitutes are not allowed.

Corner rollers (wheels), if used, shall not have radii less than the minimum installation bend radius of the cable. A series array of smaller wheels can be used for accomplishing the bend if the cable manufacturer specifically approves the array. Continuously measure the cable pulling tension; the pulling process shall not be allowed to exceed the maximum tension specified by the manufacturer of the cable. Fuse links and breaks shall be used to insure during the pulling process the cable will not be subjected to pulling stresses exceeding exceed 2700 N (600 lbs.).

When simultaneously pulling fiber optic cable with other cables, separate grooved rollers shall be used for each cable.

The contractor is permitted to use air-assisted blowing for the fiber optic cable installation within the conduit. Air-assisted blowing may consist of either the high air speed blowing (HASB) method or the piston method.

While using the HASB method, the volume of air passing through the conduit shall not exceed 600 cfm or that air pressure stipulated by the conduit manufacturer. In using the piston method, the volume of air passing through the conduit shall not exceed 300 cfm or the conduit manufacturer's recommended air volume, whichever is more restrictive.

The contractor shall insure that the fiber optic cable procured for this project is flexible and approved by the cable manufacturer for air-assisted blowing installation methods. The

Contractor shall also be responsible for ensuring that the type of conduit procured for this project does not have physical characteristics that would disrupt the flow of air needed for proper cable installation (e.g., circumferential ribs or corrugations).

The conduit shall be able to hold up to 100 psi of air without leaks. Conduit splices are critical and must not reduce the interior diameter of the conduit. Aluminum couplers, suitable for air-assisted blowing of fiber optic cable, shall be used for both HASB and piston method cable installations.

A factory furnished lubrication, especially engineered for blowing methods of cable installation, shall be used, and regular cable-pulling lubricants will not be permitted for air-assisted blowing installation methods. Fiber optic simplex duct plugs used with air-assisted blowing installations shall require seals sized to the cable to prevent leakage from the pressure chamber around the entering cable.

General field procedures for air-assisted blowing installations of fiber optic cable shall be as follows:

- Ensure that the conduit system is properly installed with pressure-tight conduit splices. Test the conduit system prior to cable installation by sealing one end of the conduit and pressurizing the conduit using a sealed blowing machine. The conduit should not lose air pressure at any significant rate as determined by the owner.

- If using the HASB method, cap the front end of the cable to prevent it from hanging up in the conduit. Use air seals that fit properly around the outside diameter of the cable being installed.
- Clean, dry, and establish the airtight integrity of the conduit, by blowing a hard mandrel through the conduit to establish that the conduit is not crushed. Blow a tight-fitting foam carrier through the conduit at high pressure. The foam carrier should travel through at approximately 100 fps in a clean conduit. If excess water or dirt comes from the conduit, repeat the process. At the owner discretion, dry the conduit with dry airflow prior to cable installation.
- For the HASB method, inject the recommended amount of lubricant, and spread it by blowing another foam carrier through. For the piston method, inject most of the lubricant in front of the missile, with some lubricant placed behind it.
- Connect the blowing machine to the conduit. For HASB machines, hand feed approximately 100 feet of cable into the duct prior to closing and sealing the cable and air chamber on the blowing machine. For piston machines, attach the piston to the cable and insert the piston into the duct. For both installation methods, follow the machine manufacturer's instructions for all operations.
- Check all pneumatic and hydraulic hook-ups prior to increasing the air pressure.
- Keep cable ends always sealed during installation, using an approved cable end cap. Do not use tape to seal the cable end. The cable end shall remain sealed until termination takes place.
- Install fiber optic cable such that the optical characteristics are not degraded in any manner. Provide adequately trained personnel for the installation of the cable and for the fusion splicing. Test all fiber links.
- Provide sufficient slack for proper termination in the cabinet communications compartment for all cables that are not immediately terminated.

201-6.2 Cable Slack Requirements: Throughout the cable plant, pull and store excess cable slack at each pull box, splice box, hub, and each TMC or TOC. The following lengths of slack cable are minimums:

A. Fiber Pull Box 50 ft.
B. Fiber Splice Box 200 ft.
C. Bridge Barrier Wall 20 ft.
D. Device Cabinet 20 ft.
    a. Hub Building (Inside) 100 ft.
    b. TMC (OSP Entrance) 100 ft. Maximum
E. Equipment / Control Room 50 ft. Slack at FO Distribution Panel

-OR- AS SPECIFIED BY OWNER / DESIGNER

Provide proper storage of slack cable – both long term and short term. Do not leave slack cable lying free on the ground, bottom of a pull box, or floor of a Device Cabinet, Hub Building, or RTMC, except during the actual pulling process.

201-7 Detectable Tape/Tone Wire and Delineator Markers

201-7.1 Detectable Tape/Tone Wire: Provide a Marking Tape and Detectable Pull Tape location system comprised of two components:

1. Elastic PVC marked, 6-inch, tear resistant, corrosion resistant tape. The color of the tape shall be orange with "(Owner Designation)" (as required) FIBER OPTIC CABLE – CALL BEFORE DIGGING" printed every 3 feet in black letters and shall be buried between 12 to 18-inches below grade; and
2. A detectable pull tape or #14 AWG approved tracer wire will all be pulled in unison with the cable and left in all duct runs – not necessarily each duct.

201-7.2 Delineator Markers: Furnish delineator markers that are a tubular design, approximately (6) six feet (1.8 meters) long and constructed of high-density polyethylene material. Provide delineator assemblies that are ultraviolet stabilized to help prevent components from color fading, warping, absorbing water and deterioration with prolonged exposure to the elements. Provide delineator posts with caps that are orange in color.

Provide text, including the contact number, that is hot stamped in black on a yellow reflective background material that will not fade or deteriorate over time. Provide delineator markers with a nominal message height of 15 inches (380 mm) and that contain the following test visible from all directions as much as possible approaching the assembly: WARNING, FIBER OPTIC CABLES, BEFORE EXCAVATING OR IN AN EMERGENCY CALL 811 (owner designation). Markers shall be placed at each box location and every 500' or as directed by owner.

201-8 Fiber Optic Drop Cable (12 STR SM Pre-Terminated Assembly): The owner may allow use of pre-terminated drop cables for specific device connections to maintain the expandability of the infrastructure. Use a Field Installed or Factory Pre-Terminated / Encapsulated patch assembly which shall be specifically designed for network applications. The drop cable and patch panel assembly shall be supplied complete as one unit. The drop cable and patch panel assembly shall be manufactured either in the field or at the factory using customized lengths of drop cable specific to each installation location. It shall be the complete responsibility of the contractor to verify the length requirement for each pre-terminated drop assembly as defined by the location of each independent device cabinet and the trunk cable.

Provide a drop cable assembly comprised of a field terminated or factory terminated drop cable integrated into a protective housing and a custom length of drop cable. The Patch Panel shall be black in color and built of an ABS Plastic and shall have 4, 6 or 12 ST SM couplers (based on drop cable fiber count requirement) with ceramic inserts along the length of the housing. The couplers shall be configured in an arrangement to facilitate easy access to each coupler pair. each coupler port shall have a label affixed to designate the port number and the fiber numbers terminated to that port respectively. The fiber optic connectors on the inside of the housing shall be constructed with all ceramic ferrules. A full 100% of the fiber terminations shall be optically and visually tested for attenuation and reflectance and shall exhibit an optical performance as stated in Table 201-9.1: Optical Termination Losses of this Technical Special Provision.

The housing shall incorporate a 2.5-inch minimum strain relief boot around the exiting drop cable to provide bend radius protection and short-term cable retention of at least 200 lb/ft. The housing shall have integrated mounting notches for field mounting.

201-9 Optical Splicing Requirements

201-9.1 Fusion Splicing: Utilize the fusion technique for all splices. Utilize fusion splicing equipment that has been cleaned, calibrated, and specifically adjusted to the fiber and environmental conditions at the start of each shift. Provide splice enclosures, organizers and incidentals, and cable end preparation tools and procedures, compatible with the cable type being delivered.

201-9.2 Splice Protection: each spliced fiber shall be packaged in a heat shrinkable splice protection sleeve with strength member. The protection sleeve shall cover the splice and any bare fiber stripped of its coating. The use of RTV or silicone is strictly prohibited.

201-9.3 Splice Enclosures: Provide outdoor optical splice enclosures capable of aerial, duct, or buried applications. The splice enclosure shall consist of an outer enclosure, an inner enclosure, and splice trays. The splice enclosure shall provide space-enabling entry of fiber optic cable without exceeding the minimum bend radius of the cable. The splice enclosure shall be capable of through, branch, or mid-span type splice locations; however, all splice enclosure cable entry for this project shall be in butt configuration. All cables shall enter the splice enclosure on only one side. This allows ease in cable handling, bend radius, and maximizes the space inside the communications box. Only one cable per entry port shall be allowed. Furnish and install the splice closure with the correct number of entry ports as dictated by each fiber optic splice location.

The splice enclosure shall be designed to permit selective fiber splicing (looping a backbone cable in and out while only cutting into the desired fibers – known as Mid- Span Splicing). Accomplish loose tube entry using a mid-access tool or split-entry tool.

The splice enclosure shall allow splicing of all fibers in the cables being terminated.

The outer enclosure shall be waterproof, re-enterable, and shall utilize an encapsulant between the inner and outer enclosure to prevent the ingress of moisture.

The inner enclosure shall be designed to protect the buffer tubes and the splice trays. The inner enclosure shall be re-enterable.

The splice trays within the inner enclosure shall be capable of accommodating the required number of splices including storage and protection of slack fiber.

201-9.4 Interconnect Centers: Furnish compact, modular interconnect centers designed to mount (rack or wall) inside the equipment cabinets. Design and size interconnect centers to accommodate all fibers entering equipment cabinets.

Provide splice trays that hold, protect, and organize optical fibers and that secure fibers inside the splice tray. Design and size splice trays that fit accordingly in the rack or wall mount unit that accommodate all fibers entering the splice tray and that will provide sufficient space to prevent micro-bending of optical fibers.

201-9.5 Splice Slack: A maintenance loop at each pull box or fiber optic splice box shall be at least 50 feet of cable (or as specified by owner / designer); this slack cable shall be coiled up and neatly placed in the splice box. This will allow for future splices in the event of a damaged splice. Additionally, every effort shall be made to maintain a minimum of 10 feet of cable from each cable entering the enclosure (i.e., 20 feet of trunk cable in mid-span splicing) shall be prepared and installed within the enclosure.

201-9.6 Spice Loss: Individual splice loss shall not exceed .15 dB loss.

201-10 Optical Termination Requirements: ST, SC, and LC fiber optic connectors are acceptable for use on each project and should be utilized by function in the following manner or as specified by the owner / designer. Utilize ST type Fiber Optic Connectors at the field device level. ST Connectors shall be comprised of a ceramic ferrule, nickel-plated zinc, or composite connector body to accommodate a field bayonet connection.

Utilize SC type Fiber Optic Connectors at Hub and TMC Equipment locations. SC Connectors shall be comprised of a ceramic ferrule, nickel-plated zinc, or composite connector body to accommodate interconnections.

Utilize LC type connectors for Network 100BaseF and Gigabit Switches. LC connectors shall meet the device optical interface for fiber type and size associated with this project.

See Table 684-9.1 Optical Cable Requirements above.

201-10.1 Patch Cords and Pigtails: Utilize factory pre-terminated assemblies that adhere to the applicable cable, cordage and fiber specifications stated within this Technical Special Provision. All inside plant (IP) assemblies shall meet NEC jacketing requirements for this project's application and shall have outer jacket coloration of yellow for Single-Mode. All connectors used shall meet the requirements in Section 201-9. The connector shall accommodate the fiber type and size associated with this project.

No splices of any type are allowed within an assembly. each assembly is to be individually packaged within a plastic bag, and that bag is to have the submitted manufacturer's part number marked clearly on the outside of said bag. each assembly shall be labeled as directed by the owner.

Table 201-10.1: Optical Termination Losses

Connector Type	Installation	Max Loss	Return Loss
ST/SC/LC Single-Mode	Field	0.30dB	>.40dB
ST/SC/LC Single-Mode	Factory	0.25dB	>.45dB

201-11 Acceptance Testing

201-11.1 Manufacturer's Test and Certification: each reel of fiber optic cable shall be accompanied by the manufacturer's test data showing the conformance to the requirements described in Section 201-3 of this Technical Special Provision. The manufacturer's test data shall identify each fiber in each cable and list its factory-tested attenuation in dB/km. This attenuation shall meet as a minimum, the attenuation requirements set forth in Table 201-3.1: Optical Fiber Specifications of this Technical Special Provision.

Ensure that each finished and installed fiber optic cable segment shall be traceable to the test date on file for each step in its manufacturing process.

Provide the owner five calendar days' advance notice of the date the cable will be ready for final testing so that the owner may be present at the tests if he/she so elects.

201-11.2 Pre-Installation Tests (Reel Test): Test the fiber optic cable at the site storage area prior to installation. Test each optical fiber in the cable from one end and one wavelength with an OTDR compatible with wavelength and fiber type. Check for continuity, length, anomalies, and approximate attenuation. Record each measurement with color, location and type of fiber measured. If the tested loss per kilometer exceeds the loss from the manufacturer's test data, the owner will reject the cable.

201-11.3 Post Installation Tests (Final Test): The owner considers this to be a significant item as part of this technical specification.

After installation (splicing and termination complete) and if specified, test the optical fiber in the cable again for the loss characteristics. Perform a full bi-directional test (using bi- directional averaging) on all terminated fibers using the Optical Time Domain Reflectometer (OTDR). No manual calculations of bi-directional averages are allowed. Test these fibers at both 1310 nm and 1550 nm and provide printouts and electronic files of the post installation tests.

Submit all the above installation test data to the Owner / Engineer's System Manager as basis for acceptance.

Notify the owner in writing five calendar days in advance of the testing of the cable so that the owner, or its representative may be present for the tests, if the owner so elects.

Perform optical testing on fibers within each cable, including those extra fibers which the contractor elects to include above those invoiced, to meet the 100 percent fiber quality requirement as outlined in this Technical Special Provision.

Test result printouts shall include but not be limited to the following:

- Distance of trace
- Total Loss
- Splice Loss
- Cable ID
- Fiber ID
- Beginning Testing Location
- End of Fiber Testing Location
- Operator/Technician Name or Initials
- Date and Time test was performed
- Test Wavelength
- Test Pulse Width
- Refractory Index

The method of connectivity between the OTDR and each tested fiber shall be factory assembled patch cords, pulse suppression, or launch cables equal to a length of 150% of the Dead Zone as published by the OTDR manufacturer. The launch cable shall have the appropriate connectors to allow for connection to the terminated fiber port without the use of additional couplers.

201-11.4 Test Procedure: Prepare and submit a test procedure for the pre-installation and post-installation tests to the owner for approval.

201-12 Multi-pair Cables

201-12.1 Description: The requirements contained herein address the procurement and installation of multi-pair data cables known as Category 5e (CAT5e) and / or Category 6 (CAT6) for the owner.

201-13 General Requirements: Furnish and install multi-pair data cable (CAT5e) that will support full-duplex Fast Ethernet and Gigabit Ethernet operations and is compliant with standard *EIA/TIA 568-A, Commercial Building Telecommunications Cabling Standard* pinouts. Furnish all tools, materials, connectors, and required consumables, and perform all installation operations necessary to provide a complete, fully operational multi-pair data cable (CAT5e).

201-14 Materials: CAT5e cable shall be multi-pair data cable, CAT5e shall meet the following minimum specifications:

Frequency	100 MHz
Attenuation (min. at 100 MHz)	22 dB
Characteristic Impedance	100 ohms ± 15%
NEXT (min. at 100 MHz)	35.3 dB
PS-NEXT (min. at 100 MHz)	32.3 dB
ELFEXT (min. at 100 MHz)	23.8 dB
PS-ELFEXT (min. at 100 MHz)	20.8 dB
Return Loss (min. at 100 MHz)	20.1 dB
Delay Skew (min. at 100 MHz)	45 ns

201-14.1 CAT5 Drops: All Cat 5 drops shall be terminated in RJ45 Cat 5 jacks at the station end and into a Cat 5 patch panel of the appropriate size in the "Closet" end. each drop shall be labeled at both ends. The Proposer shall work with the City to develop and implement an acceptable identification system. The Proposer will be responsible for testing and labeling in accordance with these specifications.

The Proposer shall be responsible for any cable attachment/support hardware to insure proper installation of the cable. Any wall penetrations of a firewall must be restored in accordance with the NFPA, NEC, ANSI and local codes with approved UL fire stop materials.

Proposer is to identify and utilize the proper cable jacketing in given facility installations. All plenum environment installations shall utilize Cat 5 cables with plenum, Teflon jacket. Any riser installations will be installed accordingly. Proposer will test the Cat 5 for continuity, crosstalk, attenuation, mapping, and interference at a minimum. The City may restrict the hours of installation for this activity to after hours to avoid disruption of ongoing City activities.

Proposer shall test all category 5 cable with the latest version of Microtest, Fluke or Wavetek Cat 5 testers that are portable, battery operated. The Proposer is to store all results in unique files for a given drop/link and provide

this to the City in media format. The Proposer shall license a copy of the software required to recall the data as an incidental to the testing requirement.

After installation and termination of the Category 5 UTP cable, test each cable in accordance with TIA/EIA TSB 67. Test each cable from both ends with a Category 5 tester to verify compliance with TIA/EIA specifications for Category 5 UTP, "Basic Link" configuration, level II accuracy, with no allowable deviation. Test at the full range of frequencies indicated by TIA/EIA up to and including 100 MHz (If the City opts for enhanced cabling 350MHz, the Proposer shall test to this level) Use the tester manufacturer's 2-way injector to measure near-end crosstalk (NEXT) and attenuation-to-crosstalk (ACR) from both ends of each cable. Make connections at each end using access cables provided by the tester manufacturer.

Label each backbone and/or horizontal conduit/cable tray with the identification of the WSO served. Label each backbone cable at each end based on source telecom closet room number and destination telecom closet room number. Label all WS outlets, backbone & horizontal wiring terminal blocks, communications panels and racks as directed by the owner.

201-15 Method of Measurement: The contract unit price each for fiber optic cable and incidentals, furnished and installed, will consist of the fiber optic cable, splices, cable termination into the splice trays and splice closures, fiber optic drop cable pre-terminated assemblies, distribution panels, and all associated labor and materials necessary for a complete and accepted installation. Multi-pair data cable, Category 5e, shall be furnished and installed complete including cable, connectors, pins, connector bodies, and all necessary supplies required for a fully functional data cable.

201-16 Basis of Payment: Price and payment will be full compensation for all work specified in this Section. Payment will be made under:

- Item No. 201-4-111-12 FO Cable – 12 fiber, Single-Mode, Loose-Tube Construction, Aerial Placement, per Foot (Furnished and Installed)
- Item No. 201-4-111-24 FO Cable – 24 fiber, Single-Mode, Loose-Tube Construction, Aerial Placement, per Foot (Furnished and Installed)
- Item No. 201-4-111-48 FO Cable – 48 fiber, Single-Mode, Loose-Tube Construction, Aerial Placement, per Foot (Furnished and Installed)
- Item No. 201-4-111-72 FO Cable – 72 fiber, Single-Mode, Loose-Tube Construction, Aerial Placement, per Foot (Furnished and Installed)
- Item No. 201-4-111-96 FO Cable – 96 fiber, Single-Mode, Loose-Tube Construction, Aerial Placement, per Foot (Furnished and Installed)
- Item No. 201-4-111-144 FO Cable – 144 fiber, Single-Mode, Loose-Tube Construction, Aerial Placement, per Foot (Furnished and Installed)
- Item No. 201-4-112-12 FO Cable – 12 fiber, Single-Mode, All Dielectric Self-Supporting Construction, Aerial Placement, per Foot (Furnished and Installed)
- Item No. 201-4-112-24 FO Cable – 24 fiber, Single-Mode, All Dielectric Self-Supporting Construction, Aerial Placement, per Foot (Furnished and Installed)

- Item No. 201-4-112-48 FO Cable – 48 fiber, Single-Mode, All Dielectric Self-Supporting Construction, Aerial Placement, per Foot (Furnished and Installed)
- Item No. 201-4-112-72 FO Cable – 72 fiber, Single-Mode, All Dielectric Self-Supporting Construction, Aerial Placement, per Foot (Furnished and Installed)
- Item No. 201-4-112-96 FO Cable – 96 fiber, Single-Mode, All Dielectric Self-Supporting Construction, Aerial Placement, per Foot (Furnished and Installed)
- Item No. 201-4-112-144 FO Cable – 144 fiber, Single-Mode, All Dielectric Self-Supporting Construction, Aerial Placement, per Foot (Furnished and Installed)
- Item No. 201-4-113-12 FO Cable – 12 fiber, Single-Mode, Loose tube construction, Underground Placement, per Foot (Furnished and Installed)
- Item No. 201-4-113-24 FO Cable – 24 fiber, Single-Mode, Loose tube construction, Underground Placement, per Foot (Furnished and Installed)
- Item No. 201-4-113-48 FO Cable – 48 fiber, Single-Mode, Loose-Tube Construction, Underground Placement, per Foot (Furnished and Installed)
- Item No. 201-4-113-72 FO Cable – 72 fiber, Single-Mode, Loose-Tube Construction, Underground Placement, per Foot (Furnished and Installed)
- Item No. 201-4-113-96 FO Cable – 96 fiber, Single-Mode, Loose-Tube Construction, Underground Placement, per Foot (Furnished and Installed)
- Item No. 201-4-113-144 FO Cable – 144 fiber, Single-Mode, Loose-Tube Construction, Underground Placement, per Foot (Furnished and Installed)
- Item No. 201-4-114-12 FO Cable – 12 fiber, Single-Mode, Loose tube construction, Single-Jacket, Single Armored, Direct Buried Plow, per Foot (Furnished and Installed)
- Item No. 201-4-114-24 FO Cable – 24 fiber, Single-Mode, Loose tube construction, Single-Jacket, Single Armored, Direct Buried Plow, per Foot (Furnished and Installed)
- Item No. 201-4-114-48 FO Cable – 48 fiber, Single-Mode, Loose-Tube Construction, Single-Jacket, Single Armored, Direct Buried Plow, per Foot (Furnished and Installed)
- Item No. 201-4-114-72 FO Cable – 72 fiber, Single-Mode, Loose-Tube Construction, Single-Jacket, Single Armored, Direct Buried Plow, per Foot (Furnished and Installed)
- Item No. 201-4-114-96 FO Cable – 96 fiber, Single-Mode, Loose-Tube Construction, Single-Jacket, Single Armored, Direct Buried Plow, per Foot (Furnished and Installed)
- Item No. 201-4-114-144 FO Cable – 144 fiber, Single-Mode, Loose-Tube Construction, Single-Jacket, Single Armored, Direct Buried Plow, per Foot (Furnished and Installed)
- Item No. 201-4-115-12 FO Cable – 12 fiber, Single-Mode, Loose tube construction, Single-Jacket, Single Armored, Direct Buried Trench, per Foot (Furnished and Installed)
- Item No. 201-4-115-24 FO Cable – 24 fiber, Single-Mode, Loose tube construction, Single-Jacket, Single Armored, Direct Buried Trench, per Foot (Furnished and Installed)
- Item No. 201-4-115-48 FO Cable – 48 fiber, Single-Mode, Loose-Tube Construction, Single-Jacket, Single Armored, Direct Buried Trench, per Foot (Furnished and Installed)
- Item No. 201-4-115-72 FO Cable – 72 fiber, Single-Mode, Loose-Tube Construction, Single-Jacket, Single Armored, Direct Buried Trench, per Foot (Furnished and Installed)
- Item No. 201-4-115-96 FO Cable – 96 fiber, Single-Mode, Loose-Tube Construction, Single-Jacket, Single Armored, Direct Buried Trench, per Foot (Furnished and Installed)

- Item No. 201-4-115-144 FO Cable – 144 fiber, Single-Mode, Loose-Tube Construction, Single-Jacket, Single Armored, Direct Buried Trench, per Foot (Furnished and Installed)
- Item No. 201-4-117-06 FO Cable – 06 fiber, Single-Mode, Drop Cable Construction, Underground or Aerial Placement, per Foot (Furnished and Installed)
- Item No. 201-4-117-12 FO Cable – 12 fiber, Single-Mode, Drop Cable Construction, Underground or Aerial Placement, per Foot (Furnished and Installed)
- Item No. 201-4-123-12 FO Cable – 12 fiber, Multi-Mode, Loose-Tube Construction, Underground Placement, per Foot (Furnished and Installed)
- Item No. 201-4-123-24 FO Cable – 24 fiber, Multi-Mode, Loose-Tube Construction, Underground Placement, per Foot (Furnished and Installed)
- Item No. 201-4-123-48 FO Cable – 48 fiber, Multi-Mode, Loose-Tube Construction, Underground Placement, per Foot (Furnished and Installed)
- Item No. 201-4-123-72 FO Cable – 72 fiber, Multi-Mode, Loose-Tube Construction, Underground Placement, per Foot (Furnished and Installed)
- Item No. 201-4-123-96 FO Cable – 96 fiber, Multi-Mode, Loose-Tube Construction, Underground Placement, per Foot (Furnished and Installed)
- Item No. 201-4-123-144 FO Cable – 144 fiber, Multi-Mode, Loose-Tube Construction, Underground Placement, per Foot (Furnished and Installed)
- Item No. 201-4-115-12 FO Cable – 12 fiber, Single-Mode, Riser Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-115-24 FO Cable – 24 fiber, Single-Mode, Riser Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-115-48 FO Cable – 48 fiber, Single-Mode, Riser Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-115-72 FO Cable – 72 fiber, Single-Mode, Riser Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-115-96 FO Cable – 96 fiber, Single-Mode, Riser Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-115-144 FO Cable – 144 fiber, Single-Mode, Riser Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-116-12 FO Cable – 12 fiber, Single-Mode, Plenum Construction, per Foot (Furnished and Installed)
- Item No. 201-4-116-24 FO Cable – 24 fiber, Single-Mode, Plenum Construction, per Foot (Furnished and Installed)
- Item No. 201-4-116-48 FO Cable – 48 fiber, Single-Mode, Plenum Construction, per Foot (Furnished and Installed)
- Item No. 201-4-116-72 FO Cable – 72 fiber, Single-Mode, Plenum Construction, per Foot (Furnished and Installed)
- Item No. 201-4-116-96 FO Cable – 96 fiber, Single-Mode, Plenum Construction, per Foot (Furnished and Installed)
- Item No. 201-4-116-144 FO Cable – 144 fiber, Single-Mode, Plenum Construction, per Foot (Furnished and Installed)

- Item No. 201-4-125-12 FO Cable – 12 fiber, Multi-Mode, Riser Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-125-24 FO Cable – 24 fiber, Multi-Mode, Riser Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-125-48 FO Cable – 48 fiber, Multi-Mode, Riser Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-125-72 FO Cable – 72 fiber, Multi-Mode, Riser Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-125-96 FO Cable – 96 fiber, Multi-Mode, Riser Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-125-144 FO Cable – 144 fiber, Multi-Mode, Riser Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-126-12 FO Cable – 12 fiber, Multi-Mode, Plenum Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-126-24 FO Cable – 24 fiber, Multi-Mode, Plenum Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-126-48 FO Cable – 48 fiber, Multi-Mode, Plenum Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-126-72 FO Cable – 72 fiber, Multi-Mode, Plenum Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-126-96 FO Cable – 96 fiber, Multi-Mode, Plenum Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-4-126-144 FO Cable – 144 fiber, Multi-Mode, Plenum Rated Construction, per Foot (Furnished and Installed)
- Item No. 201-7-151-6PT FO Cable – 06 fiber, Single-Mode, Pre-terminated Construction, ST connector, 150', with housing, each (Furnished and Installed)
- Item No. 201-7-151-12PT FO Cable – 12 fiber, Single-Mode, Pre-terminated Construction, ST connector, 150', with housing, each (Furnished and Installed)
- Item No. 201-7-152-6PT FO Cable – 06 fiber, Single-Mode, Pre-terminated Construction, ST connector, 150', with Coupler, each (Furnished and Installed)
- Item No. 201-7-152-12PT FO Cable – 12 fiber, Single-Mode, Pre-terminated Construction, ST connector, 150', with Coupler, each (Furnished and Installed)
- Item No. 201-8-12A FO Cable – 12 fiber, Single-Mode, Splice termination, Wall / Rack Cabinet, trays, pigtails, splices, tests, each (Furnished and Installed)
- Item No. 201-8-12B FO Cable – 12 fiber, Single-Mode, Splice termination, Wall / Rack Cabinet, trays, pigtails, splices, tests, each (Furnished only)
- Item No. 201-8-24A FO Cable – 24 fiber, Single-Mode, Splice termination, Wall / Rack Cabinet, trays, pigtails, splices, tests, each (Furnished and Installed)
- Item No. 201-8-24B FO Cable – 24 fiber, Single-Mode, Splice termination, Wall / Rack Cabinet, trays, pigtails, splices, tests, each (Furnished only)
- Item No. 201-8-48A FO Cable – 48 fiber, Single-Mode, Splice termination, Wall / Rack Cabinet, trays, pigtails, splices, tests, each (Furnished and Installed)

- Item No. 201-8-48B FO Cable – 48 fiber, Single-Mode, Splice termination, Wall / Rack Cabinet, trays, pigtails, splices, tests, each (Furnished and Installed)
- Item No. 201-8-72A FO Cable – 72 fiber, Single-Mode, Splice termination Housing, Wall / Rack Cabinet, trays, pigtails, splices, tests, each (Furnished and Installed)
- Item No. 201-8-72B FO Cable – 72 fiber, Single-Mode, Splice termination Housing, Wall / Rack Cabinet, trays, pigtails, splices, tests, each (Furnished only)
- Item No. 201-8-96A FO Cable – 96 fiber, Single-Mode, Splice termination Housing, Wall / Rack Cabinet, trays, pigtails, splices, tests, each (Furnished and Installed)
- Item No. 201-8-96B FO Cable – 96 fiber, Single-Mode, Splice termination Housing, Wall / Rack Cabinet, trays, pigtails, splices, tests, each (Furnished only)
- Item No. 201-8-128A FO Cable – 48-144 fiber, Single-Mode, Splice Housing, Wall / Rack Cabinet, trays, pigtails, splices, tests, each (Furnished and Installed)
- Item No. 201-8-128B FO Cable – 48-144 fiber, Single-Mode, Splice Housing, Wall / Rack Cabinet, trays, pigtails, splices, tests, each (Furnished only)
- Item No. 201-8-172A FO Cable – 72 fiber, Single-Mode, Termination Housing, Wall / Rack Cabinet, trays, pigtails, splices, tests, each (Furnished and Installed)
- Item No. 201-8-172B FO Cable – 72 fiber, Single-Mode, Termination Housing, Wall / Rack Cabinet, trays, pigtails, splices, tests, each (Furnished only)
- Item No. 201-8-196A FO Cable – 96 fiber, Single-Mode, Termination Housing, Wall / Rack Cabinet, trays, pigtails, splices, tests, each (Furnished and Installed)
- Item No. 201-8-196B FO Cable – 96 fiber, Single-Mode, Termination Housing, Wall / Rack Cabinet, trays, pigtails, splices, tests, each (Furnished only)
- Item No. 201-8-BF-06A FO Cable – 06 fiber, Single-Mode, Buffer fan-out kit, per each (Furnished and Installed)
- Item No. 201-8-BF-06B FO Cable – 06 fiber, Single-Mode, Buffer fan-out kit, each (Furnished only)
- Item No. 201-8-BF-12A FO Cable – 12 fiber, Single-Mode, Buffer fan-out kit, per each (Furnished and Installed)
- Item No. 201-8-BF-12B FO Cable – 12 fiber, Single-Mode, Buffer fan-out kit, each (Furnish only)
- Item No. 201-8-SF-12A FO Cable – 12 fiber, Single-Mode, Spider fan-out kit, each (Furnished and Installed)
- Item No. 201-8-SF-12B FO Cable – 12 fiber, Single-Mode, Spider fan-out kit, each (Furnished only)
- Item No. 201-8-912-STA FO Connector – ST type, Multi-Mode, Unicam connector, per each (Furnished and Installed)
- Item No. 201-8-912-STB FO Connector – ST type, Multi-Mode, Unicam connector, per each (Furnished only)
- Item No. 201-8-913-STA FO Connector – ST type, Single-Mode, Unicam connector, each (Furnished and Installed)
- Item No. 201-8-913-STB FO Connector – ST type, Single-Mode, Unicam connector, each (Furnished only)
- Item No. 201-8-913-SCA FO Connector – SC type, Single-Mode, Unicam connector, each (Furnished and Installed)
- Item No. 201-8-913-SCB FO Connector – SC type, Single-Mode, Unicam connector, each (Furnished only)

- Item No. 201-8-9-A FO Connector – ST-ST type, Single-Mode, Duplex Jumper, 10', each (Furnished only)
- Item No. 201-8-9-B FO Connector – ST-SC type, Single-Mode, Duplex Jumper, 10', each (Furnished only)
- Item No. 201-8-9-D FO Connector – ST-LC type, Single-Mode, Duplex Jumper, 10', each (Furnished only)
- Item No. 201-8-9-E FO Connector – ST-FC type, Single-Mode, Duplex Jumper, 10', each (Furnished only)
- Item No. 201-8-9-F FO Connector – SC-SC type, Single-Mode, Duplex Jumper, 10', each (Furnished only)
- Item No. 201-8-9-G FO Connector – SC-LC type, Single-Mode, Duplex Jumper, 10', each (Furnished only)
- Item No. 201-8-9-H FO Connector – ST-ST type, Multi-Mode, Duplex Jumper, 10', per each (Furnished only)
- Item No. 201-8-9-J FO Connector – SC-SC type, Multi-Mode, Duplex Jumper, 10', per each (Furnished only)
- Item No. 201-8-12A FO Closure – Splice Closure, 12 fiber, Aerial or Underground installation, trays, pigtails, splices, tests, each (Furnished and Installed)
- Item No. 201-8-12B FO Closure – Splice Closure, 12 fiber, Aerial or Underground installation, trays, pigtails, each (Furnished only)
- Item No. 201-8-24A FO Closure – Splice Closure, 24 fiber, Aerial or Underground installation, trays, pigtails, splices, tests, each (Furnished and Installed)
- Item No. 201-8-24B FO Closure – Splice Closure, 24 fiber, Aerial or Underground installation, trays, pigtails, each (Furnished only)
- Item No. 201-8-48A FO Closure – Splice Closure, 48 fiber, Aerial or Underground installation, trays, pigtails, splices, tests, each (Furnished and Installed)
- Item No. 201-8-48B FO Closure – Splice Closure, 48 fiber, Aerial or Underground installation, trays, pigtails, each (Furnish only)
- Item No. 201-8-72A FO Closure – Splice Closure, 72 fiber, Aerial or Underground installation, trays, pigtails, splices, tests, each (Furnished and Installed)
- Item No. 201-8-72B FO Closure – Splice Closure, 72 fiber, Aerial or Underground installation, trays, pigtails, each (Furnished only)
- Item No. 201-8-96A FO Closure – Splice Closure, 96 fiber, Aerial or Underground installation, trays, pigtails, splices, tests, each (Furnished and Installed)
- Item No. 201-8-RE FO Closure – Re-Entry Kit, Cable Preparation, up to 144 fiber, Aerial or Underground installation, each (Furnished and Installed)
- Item No. 201-8-ST-12A FO Closure – Splice Tray, Fusion Heat Shrink, 12 fiber, 12" size, each (Furnished and Installed)
- Item No. 201-8-ST-12B FO Closure – Splice Tray, Fusion Heat Shrink, 12 fiber, 12" size, each (Furnished only)
- Item No. 201-8-ST-24A FO Closure – Splice Tray, Fusion Heat Shrink, 24 fiber, 12" size, each (Furnished and Installed)

- Item No. 201-8-ST-24B FO Closure – Splice Tray, Fusion Heat Shrink, 24 fiber, 12" size, each (Furnished only)
- Item No. 201-8-A FO Splice – Fusion Splice, Heat Shrink < 0.1 dB, OSP, including pigtail as needed, each (Furnished and Installed)
- Item No. 201-8-B FO Splice – OTDR Test any wavelength, any Direction, Bare Fiber, FOSC, each (Installed only)
- Item No. 201-10-1A OSP Aerial – Messenger Cable, ¼", per Foot, (Furnished and Installed)
- Item No. 201-10-20 OSP Aerial – Remove Messenger Cable, ¼", per Foot, (Installed only)
- Item No. 201-10-B OSP Aerial – Pole Attachment, Loose Tube, with J-Hook Concrete Pole, per each, (Furnished and Installed)
- Item No. 201-10-C OSP Aerial – Pole Attachment, Loose Tube, with J-Hook Wood Pole, per each, (Furnished and Installed)
- Item No. 201-10-D OSP Aerial – Place Pole Riser, 2", GRS, per Foot, (Furnished and Installed)
- Item No. 201-10-E OSP Aerial – Place Pole U-Guard to 20', per Foot, (Furnished and Installed)
- Item No. 201-10-F OSP Aerial – Place Riser Sealing Bushing, 1 to 3 hole, per each, (Furnished and Installed)
- Item No. 201-10-G OSP Aerial – Place Riser Heat Shrink, per each, (Furnished and Installed)
- Item No. 201-10-600 OSP Aerial – Place Down Guy Anchor, 6", per each, (Furnished and Installed)
- Item No. 201-11-100A OSP Underground – CAT5e, Plenum, UTP cable, per Foot, (Furnished and Installed)
- Item No. 201-11-100B OSP Underground – CAT5e, Plenum, UTP cable, per Foot, (Furnished only)
- Item No. 201-11-101A OSP Underground – CAT5e, PVC, UTP cable, per Foot, (Furnished and Installed)
- Item No. 201-11-101B OSP Underground – CAT5e, PVC, UTP cable, per Foot, (Furnished only)

[For Skill Set Group 4]

- Item No. 201-15-101A ISP/OSP – CAT6, Plenum, Enhanced, UTP cable, per Foot, (Furnished and Installed)
- Item No. 201-15-101B ISP/OSP – CAT6, Plenum, Enhanced, UTP cable, per Foot, (Furnished only)
- Item No. 201-15-102A ISP/OSP – CAT6, PVC, Enhanced, UTP cable, per Foot, (Furnished and Installed)
- Item No. 201-15-102B ISP/OSP – CAT6, PVC, Enhanced, UTP cable, per Foot, (Furnished only)
- Item No. 201-15-100 ISP/OSP – CAT5e, 25 pair, PVC Plenum, UTP cable, per Foot, (Furnished and Installed)
- Item No. 201-15-101 ISP/OSP – CAT5e, 25 pair, PVC Riser, UTP cable, per Foot, (Furnished and Installed)
- Item No. 201-15-102 ISP/OSP – CAT5e, 25 pair, PE89, UTP cable, per Foot, (Furnished and Installed)
- Item No. 201-15-110 ISP/OSP – Face Plate, 1 gang, Surface or flush mount, per each, (Furnished and Installed)
- Item No. 201-15-111 ISP/OSP – Face Plate, 2 gang, Surface or flush mount, per each, (Furnished and Installed)
- Item No. 201-15-120 ISP/OSP – CAT6 Jack, RJ45, 568A/B, 1 port, data, per each, (Furnished and Installed)

- Item No. 201-15-121 ISP/OSP – CAT6 Jack, RJ45, 568A/B, 2 port, data / Voice, per each, (Furnished and Installed)
- Item No. 201-15-130 ISP/OSP – CAT6 Patch Panel, Wall Mount, 24 port, per each, (Furnished and Installed)
- Item No. 201-15-131 ISP/OSP – CAT6 Patch Panel, Wall Mount, 48 port, per each, (Furnished and Installed)
- Item No. 201-15-132 ISP/OSP – CAT6 Patch Panel, Wall Mount, 96 port, per each, (Furnished and Installed)
- Item No. 201-15-140 ISP/OSP – Wire Management Panel, 19” x 1.75”, per each, (Furnished and Installed)
- Item No. 201-15-141 ISP/OSP – Wire Management Panel, 19” x 5.25”, per each, (Furnished and Installed)
- Item No. 201-15-100-1 ISP/OSP – CAT6 Patch Cord, RJ45, 1’ to 6’, Standard, per each, (Furnished and Installed)
- Item No. 201-15-110-1 ISP/OSP – CAT5e Punch Block, 110 style, 25 pair, per each, (Furnished and Installed)
- Item No. 201-15-111-1 ISP/OSP – CAT5e Punch Block, 66 style, 25 pair, per each, (Furnished and Installed)
- Item No. 201-15-100-2 ISP/OSP – CAT6 Drop Certification Test, per each, (Furnished and Installed)
- Item No. 201-15-hdw-br ISP/OSP – Cable Support Bracket, Bridle Rings, per Unit, (Furnished and Installed)
- Item No. 201-15-hdw-sp ISP/OSP – Cable Raceway, Surface Mount, per Drop, (Furnished and Installed)
- Item No. 201-15-12 ISP/OSP – Conduit, EMT, 2”, with all fittings, per Foot, (Furnished and Installed)
- Item No. 201-15-13 ISP/OSP – Conduit, EMT, 2”, Fire Sleeve, per each, (Furnished and Installed)
- Item No. 201-15-14 ISP/OSP – Conduit, EMT, 4”, Fire Sleeve, per each, (Furnished and Installed)
- Item No. 201-15-ST-12 ISP/OSP – Cable Tray, 12”, Ladder, Aluminum, Black, per Foot, (Furnished and Installed)
- Item No. 201-15-ST-hdw ISP/OSP – Cable Tray, 12”, Miscellaneous Hardware, Aluminum, Black, per Foot, (Furnished and Installed)
- Item No. 201-15-ST-12-1 ISP/OSP – EIA Rack, Wall Mount, Hinged, 19” x 36”, Black, per each, (Furnished and Installed)
- Item No. 201-15-ST-12-2 ISP/OSP – EIA Rack, Free Standing, 19” x 84”, Black, per each, (Furnished and Installed)
- Item No. 201-15-ST-12-3 ISP/OSP – Cable Management Kit, Horizontal, Black, per each, (Furnished and Installed)
- Item No. 201-15-ST-12-4 ISP/OSP – Cable Management Kit, Vertical, Black, per each, (Furnished and Installed)
- Item No. 201-15-ST-12-5 ISP/OSP – EIA Cabinet, 19” x 84” x 30”, Complete, Black, per each, (Furnished and Installed)

SECTION 202 - PULL BOXES AND JUNCTION BOXES

202-1 Description: The requirements contained herein address the procurement and installation of pull boxes and junction boxes for the owner.

202-2 Pull Boxes and Fiber Optic Pull Boxes: Furnish and install polymer concrete/fiberglass reinforced polymer pull boxes for fiber optic splicing, storing fiber optic cable, cable pull boxes, and noninvasive magnetic detection system appliances.

Pull Boxes shall have the following properties: lightweight, high strength, resistance to sunlight, resistant to petrochemicals, unaffected by freeze/thaw cycles, straight sided, flush fit with sidewalk or grass, no grounding required, and be capable of anchor inserts to allow for mounting rail attachment. All Fiber Optic Pull Boxes shall be of one-piece box construction. Approved Fiber Optic Pull Boxes for use in a fiber optic environment are as follows:

Pull Box (202-1-121)	(18” x 24” x 18” D, Open One-Piece Box)
Pull Box (202-1-123)	(18” x 24” x 30” D, Open One-Piece Box)
FO Splice Box (202-1-233)	(24” x 36” x 30” D, Open One-Piece Box)
FO Splice Vault (202-1-444)	(48” x 48” x 48” D, Open One-Piece Box)

202-3 Materials:

202-3.1 Specification: Fiber Optic Pull Boxes shall be manufactured of a composite mixture of polymer and concrete and reinforced by a heavy-weave fiberglass creating a material compressive strength of no less than 110 psi. each Fiber Optic Pull Box shall have a minimum design rating of 20,800 lbs. over a 10-inch by 10-inch area and be designed and tested to temperatures of -50° F.

202-3.2 Fiber Optic Pull Box Cover: Supply Fiber Optic Pull Boxes with a heavy-duty cover having a minimum elastic design load of 20,800 lbs. over a 10-inch by 10-inch area. All covers shall be produced to the AASHTO H-20 Cover Rating and meet a ASTM C857 load test of 20,800 lbs., performed as stated in AASHTO T280-87, “Standard Method of Testing for Concrete Pipe, Section, Or Tile”, Section 5, and as referenced in ASTM C497. Supply a minimum of two hex head bolts with washers to secure the cover to the Fiber Optic Pull Box. Any cover that has a length of above 39 inches shall be split or divided into two equal lengths. Fiber Optic Pull Box covers shall be embossed with “FDOT FMS” on the outside of the Cover. Fiber Optic Pull Box covers shall have “J” hook slots [1-inch (W) x 4-inches (L)].

202-4 Fiber Optic Pull Box Installation Process: Prepare the excavation a minimum 6-12” deeper than the depth of the Fiber Optic Pull Box. Add a minimum 6-inch of crushed rock for drainage as required to bring the top of the box to finished grade level.

Place Fiber Optic Pull Box in hole with top at grade level.

While Fiber Optic Pull Box cover is in place, fill and compact soil to grade level.

If grade level is raised later, the Fiber Optic Pull Box can be pulled up and bricked at the bottom with one brick per side (a total of four). The cavity produced by this raising shall be eliminated by the addition of crushed rock.

202-5 Fiber Optic Pull Box Installation Conduit Entry: Install 22.5 to 45-degree conduit sweeps into the fiber optic pull box. Conduit ends shall align in the pull box, so the fiber optic cable is subjected to no more than 75% of the maximum bending radius of the cable. Provide and install a reinforced concrete apron around the installed pull box.

202-6 Fiber Optic Splice Vault: The Fiber Optic Splice Vault shall be manhole type, concrete constructed, with a ¼" x 36" Diameter Traffic Steel Cover (Diamond Plate) with intermediate beam supports. It shall have the dimensions of 48" x 48" x 48" D and shall be an open bottom manhole and a concrete collar placed at grade 12" around entire perimeter of vault 4" thick with reinforced steel mesh.

202-7 Method of Measurement: Payment for Pull Boxes, Fiber Optic Splice Box, and the Fiber Optic Splice Vault Manhole Type (Special) shall be measured as each, furnished and installed.

202-8 Basis of Payment: The unit bid for a Pull Box, Deep Pull Box, Fiber Optic Pull Box, or Fiber Optic Splice Vault Manhole Type (Special) shall consist of the furnishing and installation of a pull box as described in these Technical Special Provisions. The pull box installation shall also include any ancillary equipment or incidental items, including mounting hardware, crushed rock, grounding, and restoration of the surrounding ground to its original condition.

- Item No. 202-8-443 Pull Box – Composite construction, 4' x 4' x 3', with Composite Lid, per each, (Furnished and Installed)
- Item No. 202-8-444 Pull Box – Composite construction, 4' x 4' x 4', with Composite Lid, per each, (Furnished and Installed)
- Item No. 202-8-232 Pull Box – Composite construction, 24" x 36" x 24", with Composite Lid, per each, (Furnished and Installed)
- Item No. 202-8-233 Pull Box – Composite construction, 24" x 36" x 36", with Composite Lid, per each, (Furnish and Install)
- Item No. 202-8-121 Pull Box – Composite construction, 17" x 30" x 12", with Composite Lid, per each, (Furnished and Installed)

SECTION 203: OUTSIDE PLANT CABINETS

203-1 Description: Install only Field Device Cabinets Type II (336S Special), Type III (332 Special), and Type VI (Hub Cabinet). This shall encompass all labor, equipment, materials required for pick-up and site delivery, foundation, power hook-up, and all required appurtenances for a complete and operational cabinet.

203-2 Field Device Cabinet Type II (336S Special): Install Field Device Cabinet that provides an environmentally secure enclosure to house field device equipment, subsystems and systems, lighting and surge protection. The cabinet shall be designed for the explicit use of housing and protecting sensitive electronic equipment (Encoders, 10/100/1000 Ethernet switches, media converters, port/terminal servers, fiber optics equipment, and other related components, etc.) within a controlled environment necessary for the proper operation of installed electronic equipment.

The Detector Cabinet shall meet or exceed the following minimum requirements:

- **Size:** Outside dimensions shall be approximately 46-inches (height) x 24- inches (width) x 24-inches (depth);
- **Lighting:** The cabinet shall include door activated 20W cool white fluorescent lights.
- **Electrical Outlets:** One duplex (GFI) receptacle shall be included with every cabinet.
- **Equipment Racks:** One 19" equipment rack, adjustable 4-post design, with 5/8-inches -5/8-inches -1/2-inches spacing with holes tapped for #12-24 screws, a rack-mounted drawer shall be included with the rack.
- **Air Filtration:** The cabinet shall contain a filtered air intake vent featuring re-usable, washable type filters.
- **Power Distribution:** The 30A main breaker provided in the cabinet shall distribute power to rack mounted equipment, lighting, and outlets.
- **Surge Protection:**
  1. Primary surge suppression shall consist of a wall or flush mounted unit with 12 AWG terminals with a maximum 80kA (8/20µs), protecting lines L-N, L-G, L-L, and N-G. The unit shall meet the following environmental requirements: ambient temperatures of -40°F to 185°F (-40°C to 85°C working) and 95% RH (non-condensing). Dimensions shall be 4.5-inches x 2.9-inches x 2.3-inches.
  2. A nine-outlet (seven switched, two un-switched) rack mounted surge suppressor unit shall be installed. The maximum surge current shall be 84kA with a load current of 15A or 20A at a working voltage of 120V 50/60Hz.
  3. A 19" DIN Rail kit assembly shall be installed and have enough space for 32 modular surge suppressor devices (RJ11, RJ45, or BNC connector type) attached meeting the following criteria: ambient temperature of -40°F to 185°F (-20°C to 85°C working) and 95% RH (non-condensing) Dimensions shall be 5.04-inches (height) x .99-inches (width) x 2.25-inches (depth):
- **Common Grounding System:** A floor mounted 12-position ground bar is to be provided with the cabinet.
- **Cabinet Construction:**
  1. The cabinet shall contain R-4 insulation to control the effect of environmental conditions.
  2. Cabinet shall be of 1/8", 5052 Aluminum construction with white powder coat finish to eliminate rusting.

3. Doors shall have NEMA 3R rated with neoprene gasketing for maximum equipment protection and shall have heavy-duty 3- point hardware on all doors.
4. All hinges shall be 1/8" aluminum with stainless steel piano hinge, or continuous door length stainless steel hinges.

203-3 Field Device Cabinet Type III (332 Special): Install Field Device Cabinet that provides an environmentally secure enclosure to house field device equipment, subsystems and systems, lighting and surge protection. The cabinet shall be designed for the explicit use of housing and protecting sensitive electronic equipment (Encoders, 10/100/1000 Ethernet switches, media converters, port/terminal servers, fiber optics equipment, and other related components, etc.) within a controlled environment necessary for the proper operation of installed electronic equipment.

The Detector Cabinet shall meet or exceed the following minimum requirements:

- **Size:** Outside dimensions shall be approximately 66-inches (height) x 24- inches (width) x 30-inches (depth);
- **Lighting:** The cabinet shall include door activated 20W cool white fluorescent lights.
- **Electrical Outlets:** One duplex (GFI) receptacle shall be included with every cabinet.
- **Equipment Racks:** One 19" equipment rack, adjustable 4-post design, with 5/8-inches -5/8-inches -1/2-inches spacing with holes tapped for #12-24 screws, a rack-mounted drawer shall be included with the rack.
- **Air Filtration:** The cabinet shall contain a filtered air intake vent featuring re-usable, washable type filters.
- **Power Distribution:** The 30A main breaker provided in the cabinet shall distribute power to rack mounted equipment, lighting, and outlets.
- **Surge Protection:**
  1. Primary surge suppression shall consist of a wall or flush mounted unit with 12 AWG terminals with a maximum 80kA (8/20µs), protecting lines L-N, L-G, L-L, and N-G. The unit shall meet the following environmental requirements: ambient temperatures of -40°F to 185°F (-40°C to 85°C working) and 95% RH (non-condensing). Dimensions shall be 4.5-inches x 2.9-inches x 2.3-inches:
  2. A nine-outlet (seven switched, two un-switched) rack mounted surge suppressor unit shall be installed. The maximum surge current shall be 84kA with a load current of 15A or 20A at a working voltage of 120V 50/60Hz.
  3. A 19" DIN Rail kit assembly shall be installed and have enough space for 32 modular surge suppressor devices (RJ11, RJ45, or BNC connector type) attached meeting the following criteria: ambient temperature of -40°F to 185°F (-20°C to 85°C working) and 95% RH (non-condensing) Dimensions shall be 5.04-inches (height) x .99-inches (width) x 2.25-inches (depth).
- **Common Grounding System:** A floor mounted 12-position ground bar is to be provided with the cabinet.
- **Cabinet Construction:**
  1. The cabinet shall contain R-4 insulation to control the effect of environmental conditions.

2. Cabinet shall be of 1/8", 5052 Aluminum construction with white powder coat finish to eliminate rusting.
3. Doors shall have NEMA 3R rated with neoprene gasketing for maximum equipment protection and shall have heavy-duty 3- point hardware on all doors.
4. All hinges shall be 1/8" aluminum with stainless steel piano hinge, or continuous door length stainless steel hinges.

203-4 Hub Cabinet Type IV (Model 336S Special): Install cabinet that provides an environmentally secure enclosure to house field device equipment, subsystems and systems, lighting and surge protection. The cabinet shall be designed for the explicit use of housing and protecting sensitive electronic equipment (Encoders, 10/100/1000 Ethernet switches, media converters, port/terminal servers, fiber optics equipment, and other related components, etc.) within a controlled environment necessary for the proper operation of installed electronic equipment.

The Cabinet shall meet or exceed the following minimum requirements:

- **Size:** Outside dimensions shall be approximately 48-inches (height) x 24- inches (width) x 24-inches (depth);
- **Cabinet Configuration:** The cabinet is a single door cabinet with one NEMA 4 rated internal cabinet mounted to the interior of the outer cabinet
- **Lighting:** The cabinet shall include door activated 20W cool white fluorescent lights.
- **Electrical Outlets:** One duplex (GFI) receptacle shall be included with every cabinet.
- **Equipment Racks:** One 19" equipment rack, adjustable 4-post design, with 5/8-inches -5/8-inches -1/2-inches spacing with holes tapped for #12-24 screws, a rack-mounted drawer with tabletop shall be included with the rack. Cable management guides shall be included with the rack and shall be constructed of an 18-guage steel base plate with hook and loop fasteners. Four (4), two front, two rear 19" horizontal cable management guides and four (4), two front, two rear vertical cable management guides that shall run the vertical length of the rack.
- **Air Handling/Filtration:** The cabinet shall contain two (2) thermostatically controlled fans; 100 cfm rated. The cabinet shall contain a filtered air intake vent featuring re-usable, washable type filters.
- **Power Distribution:** The cabinet shall contain one 480/120 Volt transformer (Dry Type, 10KVA). A 30A main breaker shall be provided in the cabinet shall distribute power to equipment, lighting, and outlets. The transformer and main breaker shall be mounted inside the outer cabinet.
- **UPS:** The cabinet shall contain one managed uninterruptible power supply. The UPS shall be 19" rack mounted. The UPS shall be 120V input/120V output. Output power capacity shall be 1400VA/1050Watts. The unit shall have a serial interface port for management. The unit shall be no more than 3U high.
- **Surge Protection:** Primary surge suppression shall consist of a wall or flush mounted unit with 12 AWG terminals with a maximum 80kA (8/20µs), protecting lines L-N, L-G, L-L, and N-G. The unit shall meet the following environmental requirements:
  1. Ambient temperatures of -40°F to 185°F (-40°C to 85°C working) and 95% RH (non-condensing). Dimensions shall be 4.5-inches x 2.9-inches x 2.3-inches:

2. A nine-outlet (seven switched, two un-switched) rack mounted surge suppressor unit shall be installed. The maximum surge current shall be 84kA with a load current of 15A or 20A at a working voltage of 120V 50/60Hz.
3. A 19" DIN Rail kit assembly shall be installed and have enough space for 32 modular surge suppressor devices (RJ11, RJ45, or BNC connector type) attached meeting the following criteria: ambient temperature of -40°F to 185°F (-20°C to 85°C working) and 95% RH (non-condensing) Dimensions shall be 5.04-inches (height) x .99-inches (width) x 2.25-inches (depth).

- **Common Grounding System:** A floor mounted 12-position ground bar is to be provided with the cabinet.

203-5 Outer Cabinet Construction: The cabinet shall contain R-4 insulation to control the effect of environmental conditions. Cabinet shall be of 1/8", 5052 Aluminum construction with white powder coat finish to eliminate rusting. Outer door shall have NEMA 3R rated with neoprene gasketing for maximum equipment protection and shall have heavy-duty 3-point hardware. All hinges shall be 1/8" aluminum with stainless steel piano hinge, or continuous door length stainless steel hinges.

203-6 Inner Cabinet (NEMA 4) Construction: The cabinet shall be a NEMA 4 rated cabinet with approximate dimensions of 20" W x 24" H x 12" D. The cabinet shall be constructed of 16-guage stainless steel or other non-corrosive material. The cabinet shall contain one 12-guage mounting plate with 10-32 x 2" treaded hole pattern mounted to the rear of the cabinet. The cabinet shall contain one heat sink mounted to the outside rear of the inner cabinet tangent to the mounting plate.

203-6.1 Device Cabinet Base: Install Device Cabinet Base that provides an environmentally secure enclosure to house fiber optic splice closure, fiber optic drop cable slack, data cable slack, and power cable slack. The base shall specifically fabricate to accommodate the detector cabinet as specified within this Section A203. Neoprene gasketing shall supplied by the Device Cabinet Base vendor that shall be applied by the installation Contractor between the Base and the Detector Cabinet. The Device Cabinet Base shall meet or exceed the following minimum requirements:

- **Size:** Outside dimensions shall be approximately 16-inches (height) x 40-inches (width) x 24-inches (depth); or 16-inches (height) x 24-inches (width) x 24-inches (depth);
- Be fabricated from 1/8-inch aluminum.
- Shall have a epoxy powder coating.
- Shall have a front access panel with captive stainless-steel screws.
- Shall have an open top and open bottom, each with a 2-inch lip for mounting and/or attachment of the Detector Cabinet.
- Shall have a conduit mounting plate of same size (width and depth) made of ¼" Stainless Steel 316.
- All screws and hardware shall be stainless steel.

203-6.2 Base Plate: All bridge pedestals shall have the existing open cable raceways sealed. These raceways shall be sealed by way of ¼-inch stainless steel plates, anchored over the raceway by way of epoxy anchor drilled into the pedestal at a minimum depth of 1 ¼- inch. There shall be two sizes of Base Plates, 18-inch by 12-inch and 10-inch by 10- inch. The Contractor shall install the Engineer's System Manager supplied Base Plates where noted and/or depicted within the plan set.

203-7 Hub Cabinet Type VI (Master Hub Cabinet): Install a Master Hub Cabinet that provides an environmentally cooled enclosure facility required for the sensitive network equipment to be furnished on this project. The cabinet shall be designed for the explicit use of housing sensitive electronic equipment (Gigabit Ethernet switches, 10/100 Ethernet switches, media converters, port/terminal servers, fiber optics equipment, and other related components, etc.) within a controlled atmosphere required for the proper operating conditions for installed equipment and shall be furnished by the System Manager.

The Master Hub cabinet shall meet or exceed the following minimum requirements:

- **Size:** Dimensions shall be approximately 104" (height) x 108" (width) x 77" (depth);
- **AC Unit/Cooling Unit:** The cabinet shall have an air conditioner / cooling unit or units with a minimum total cooling capacity of 20,000 BTUs. The air conditioner / cooling unit shall be designed specifically for outdoor electronic enclosures, and shall be designed for a fully gasketed, leak-proof installation in accordance with the NEMA 4/4X enclosure rating. Refrigerant shall be CFC-free.
- **Lighting:** The cabinet shall include a switch controlled fluorescent light fixture providing adequate work lighting throughout the cabinet.
- **Electrical Outlets:** Two separate duplex (GFCI) wall electrical outlets for test/maintenance equipment shall be provided. Two separate standard duplex outlets shall be supplied for equipment power.
- **Equipment Racks:** Two 19-inch EIA equipment racks, with two vertical and four horizontal cable management panels per rack, placed as specified within the plan set.
- **Ladder Racks:** Ladder rack cable management system as depicted within the plan set.
- **Power Distribution:** The cabinet shall provide for power distribution to all installed equipment racks, lighting, and the air conditioning unit.
- **Lightning Protection System:** Provide for lightning protection for the overall, integrated structure, including each metallic (copper) conductor penetrating the cabinet.
- **Common Grounding System:** A cabinet grounding system shall be provided.
- **Cabinet Monitoring System:** A cabinet monitoring system shall be provided to continuously monitor and report local conditions (temperature, humidity, smoke and door alarm).

203-8 Construction: Construct a flat, level, concrete base, meeting the requirements for Class 1, non- stressed concrete and shall be accepted per Section 347 of the FDOT Standard Specifications, and the latest supplements. The minimum final grade shall be set at nominal eight inches above the surrounding grade to ensure that water drains away from the cabinet. Restore surrounding surfaces to their original condition.

203-9 Method of Measurement: The Detector Cabinet Type II, Detector Cabinet III, and Detector Cabinet VI shall be measured for payment at each site as installed. Detector Cabinet IV and its corresponding base (A203-4.1) shall be paid as each installed. The Detector Cabinet Base installed shall be an appurtenance of the Type IV Detector Cabinet. The Contract unit price each for Master Hub cabinet, installed, shall include all labor, equipment, foundations, mounting hardware, and miscellaneous material necessary for a complete and acceptable installation. The Engineer's System Manager will supply the cabinet assemblies as specified in the Contract Document.

203-10 Basis of Payment: The unit bid for an installed Detector Cabinet shall consist of the furnishing and installation of a foundation, slab, electrical service and the transport and placement of the Detector Cabinet on said foundation and/or slab. The installed Detector Cabinet shall also include any ancillary equipment or incidental items, including mounting hardware, cabinet base, foundation, bridge pedestal base plate, and restoration of the surrounding ground to its original condition.

- Item No. 203-110-336 Communications Cabinet – 35" x 24" x 22", with Concrete Base, per each, (Furnished and Installed)
- Item No. 203-110-334 Communications Cabinet – 51.25" x 20" x 18", with Concrete Base, per each, (Furnished and Installed)
- Item No. 203-110-60 Communications Cabinet – 37" x 20" x 17", with Concrete Base, per each, (Furnished and Installed)
- Item No. 203-130-1 NEMA Cabinet – 3R rated, 19.7" x 19.7" x 7.9", per each, (Furnished and Installed)
- Item No. 203-130-2 NEMA Cabinet – 3R rated, 23.6" x 6" x 7.9", per each, (Furnished and Installed)
- Item No. 203-110-6-1 FO Splice Housing – Industrial NEMA Cabinet – 3S rated, per each, (Furnished and Installed)
- Item No. 203-110-6-2 FO Splice Housing – Environmental NEMA Rated Cabinet, per each, (Furnished and Installed)
- Item No. 203-110-6-3 FO Splice Housing – Cross Connection Cabinet, per each, (Furnished and Installed)
- Item No. 203-336-1 – Device Cabinet Type 336 (46"x 24" x 24") – per each, (Furnished and Installed)
- Item No. 203-332-2 – Device Cabinet Type 332 (66"x 24" x 30") – per each, (Furnished and Installed)
- Item No. 203-336S-3 – Device Cabinet Type 336S (48"x 24" x 24") – per each, (Furnished and Installed)
- Item No. 203-335-4 – Detector Cabinet Type VI (104" x 108" x 77") per each, (Furnished and Installed)

3. MINIMUM RESPONDENT QUALIFICATIONS

The City wishes to assess the respondent's experience with services that are like those that would be envisioned in the Technical Specifications associated with this contract. To familiarize the City with the applicable work experience, each respondent shall provide a comprehensive history of background, technical experience, and

expertise as it relates to the Scope of Work as well as any specific technical training, degrees, or certifications of individuals who would be performing tasks included in the Scope of Work.

PLEASE NOTE: IT IS INCUMBENT UPON ALL PARTICIPANTS TO INCLUDE INFORMATION REGARDING THEIR EXPERIENCE AND BACKGROUND IN SUFFICIENT DETAIL TO ALLOW AN INFORMED DECISION PROCESS.

4. DIRECT PURCHASE PROGRAM

The City may elect to implement a direct purchase program, where eligible materials included in a contractor's bid are purchased by the City directly from the supplier of such materials in order to achieve Florida sales tax savings. Such materials are referred to as "Owner Direct Purchase (ODP) Materials". The ODP program may be implemented for Construction projects and must be identified as a potential option in the bid documents.

Prior to initiating any ODP actions, the Project Manager or Design-builder shall provide the City with a list of proposed ODP materials for consideration. The project team should coordinate its efforts with the Cocoa Finance Director and Purchasing & Contracts Manager prior to agreeing to implement the ODP program. Implementation of the direct purchase program must be approved by the City Council.

The City will issue a Project Purchase Order (PO) to the Contractor for the full amount of the accepted bid, including the proposed ODP items, freight, and sales tax, as approved by City Council. The contract cost reduction is accomplished through the construction Deductive Change Order process. When an ODP item is purchased by the City, a corresponding Deductive Change Order to the Project Purchase Order, equal to the amount of the material purchase price will be processed and issued to the Contractor. The sales tax savings will be either; 1) be kept in the original purchase order and accounted for as an owner's project contingency account, or 2) liquidated from the original Purchase Order after the project is complete. No additional City Council action will be required if the sum of the Change Orders plus all the ODP expenditures does not exceed the Original Purchase Order amount approved by City Council.

Instructions for preparation of Purchase Orders for ODP

The Department in charge of the project will process a PO to the ODP vendor and a process a deductive change order to the contractor for the materials, including freight, and not including sales tax.

A. The Purchase Requisition must state it is for ODP. The City will remit payment directly to the vendor of the ODP materials.
B. Back-up documentation for each ODP Purchase Requisition shall include the following:
    1. A copy of the written quote from the vendor to the Contractor. This quote must document the pre-tax price of the specific materials to be purchased, freight, and tax.
    2. The agenda item and Clerk's Journal stating the direct purchase program was approved.
    3. Continuous accounting log of the funds in the owners' project contingency.

4. Approved ODP materials list. Items that were not included on the original ODP list provided by the Contractor or Design-builder must be identified on the deductive change order as an addition to be approved by the City Manager.

C. The deductive change order to the Project PO will be in the amount of the cost of the materials including freight. The sales tax value shall remain on the Project PO. The balance remaining on the Project PO can fluctuate with additions/deletions to the contract and for additional items purchased utilizing the funding from the tax savings on the Project PO.

Tracking and Reporting

The Contractor shall maintain records of all ODP material received and incorporated into the work and provide the City's Project Manager with a monthly accounting.

Closeout

Once the project has been completed, any remaining funds on the Project PO must be liquidated. This can be achieved one of two ways; 1) An email notification can be sent by the Department to Accounts Payable prior to the final invoice being processed stating that the "final invoice has been received and to please finalize the PO upon processing" or 2) the Department may process a final Change Order to liquidate any remaining funds.

Instructions

Bidders are not required to bid on all groups but are required to bid on all items within each group they choose to bid on. Fill in each cell on the following 4 tabs with your price as indicated with each item.

To evaluate pricing, the City will add up the total unit cost of highlighted in yellow on the following 4 group tabs and create an average unit cost of the combined items for each group.

F & I - Furnish and Install
F only - Furnish only
I only - Install only
HR - Per Hour
LF - Linear Foot
EACH - Per Unit

Group 1 System Design & Engineering Labor		Per	Unit Price
100-3-101	BICSI Reg Comm Dist Design Services	HR	
100-4-102	CADD Operator	HR	
100-5-102	Comm Cable-Electronics Technician (Travel / Standby)	HR	
100-5-102b	Comm Cable-Electronics Technician (Onsite)	HR	
100-6-104	Communication Cable Installer (Travel / Standby)	HR	
100-6-104b	Communication Cable Installer (Onsite)	HR	
100-7-105	Communication Duct Installer (Travel / Standby)	HR	
100-7-105b	Communication Duct Installer (Onsite)	HR	

Average Price of Highlighted Unit Costs in Group $0.00

Group 2 OSP Construction Conduit		Per	Unit Price
200-5-12-24	Conduit, 2" 10' PVC @ 24", Machine Trench (F&I)	LF	
200-5-12-36	Conduit, 2" PVC @ 36" Machine Trench (F&I)	LF	
200-5-13-24	Conduit, 2" PVC @ 24", Hand Trench (F&I)	LF	
200-5-13-36	Conduit, 2" PVC @ 36", Hand Trench (F&I)	LF	
200-5-12-ep	Conduit, 2" PVC Additional Pipe In Trench (F&I)	LF	
200-6-1.25	Innerduct, 1 1/4" Corrugated, Colored (F&I)	LF	
200-6-41.25	Conduit Plowing 4W1.25" HDPE, Colored (F&I)	LF	
200-6-23	MaxCell Placement in existing 2" Conduit - 2" - 3 Cell (F&I)	LF	
200-6-33	MaxCell Placement in existing 3" Conduit - 3" - 3 Cell (F&I)	LF	
200-6-43	MaxCell Placement in existing 4" Conduit - 4" - 3 Cell (F&I)	LF	
200-6-00-18	Cable Direct Bury, Hand Dig @ 18" (I Only)	LF	
200-6-00-30	Cable Direct Bury, Plow @ 30" (I Only)	LF	
200-6-12-db	Directional Bore, 2" HDPE (F&I)	LF	
200-6-14-db	Directional Bore, 2" HDPE, Special Conditions (F&I)	LF	
200-6-15-db	Directional Bore, 4" HDPE (F&I)	LF	
200-6-16-db	Directional Bore, 4" HDPE, Special Conditions (F&I)	LF	
200-6-18-db	Directional Bore, 8" Under Waterway <1,000lf (F&I)	LF	
200-6-12-grs	Conduit, 2" GRS, (F&I)	LF	
200-6-14-grs	Conduit, 4" GRS, (F&I)	LF	
200-6-12-grs	Conduit, 2" Fiberglass Bridge Mount (F&I)	LF	
200-6-14-grs	Conduit, 4" Fiberglass bridge mount (F&I)	LF	
200-7-TW	Detectable Tracer Wire (F&I)	LF	
200-7-MT	Detectable Marking Tape (F&I)	LF	
200-7-JL	Jet Line (F&I)	LF	
200-7-ROW	ROW Delineator Marker Post Orange 6' (F&I)	EAC H	
Pull Boxes and Junction Boxes		**Per**	**Unit Price**
202-8-443	Pull Box, Composite 4'x4'x3' W/Lid (F&I)	EAC H	
202-8-444	Pull Box, Composite 4'x4'x4' W/ Lid (F&I)	EAC H	
202-8-232	Pull Box, Composite 24"x36"x24" W/ Lid (F&I)	EAC H	
202-8-233	Pull Box, Composite 24"x36"x36" W/ Lid (F&I)	EAC H	
202-8-121	Pull Box, Composite 17"x30"x12" W/ Lid (F&I)	EAC H	

Average Price of Highlighted Unit Costs in Group $0.00

Group 3 Fiber Optic Cable - OSP		Per	Unit Price
201-4-111-12	FO Cable 12F, SM, LT, Aerial (F&I)	LF	
201-4-111-24	FO Cable 24F, SM, LT, Aerial (F&I)	LF	
201-4-111-48	FO Cable 48F, SM, LT, Aerial (F&I)	LF	
201-4-111-72	FO Cable 72, SM, LT, Aerial (F&I)	LF	
201-4-111-96	FO Cable 96F, SM, LT, Aerial (F&I)	LF	
201-4-111-144	FO Cable 144F, SM, LT, Aerial (F&I)	LF	
201-4-112-12	FO Cable 12F, SM, ADSS, Aerial (F&I)	LF	
201-4-112-24	FO Cable 24F, SM, ADSS, Aerial (F&I)	LF	
201-4-112-48	FO Cable 48F, SM, ADSS, Aerial (F&I)	LF	
201-4-112-72	FO Cable 72F, SM, ADSS, Aerial (F&I)	LF	
201-4-112-96	FO Cable 96F, SM, ADSS, Aerial (F&I)	LF	
201-4-112-144	FO Cable 144F, SM, ADSS, Aerial (F&I)	LF	
201-4-113-12	FO Cable 12F, SM, LT, UG (F&I)	LF	
201-4-113-24	FO Cable 24F, SM, LT, UG (F&I)	LF	
201-4-113-48	FO Cable 48F, SM, LT, UG (F&I)	LF	
201-4-113-72	FO Cable 72, SM, LT, UG (F&I)	LF	
201-4-113-96	FO Cable 96F, SM, LT, UG (F&I)	LF	
201-4-113-144	FO Cable 144F, SM, LT, UG (F&I)	LF	
201-4-114-12	FO Cable 12F, SM, LT, SJ, SA, DBP (F&I)	LF	
201-4-114-24	FO Cable 24F, SM, LT, SJ, SA, DBP (F&I)	LF	
201-4-114-48	FO Cable 48F, SM, LT, SJ, SA, DBP (F&I)	LF	
201-4-114-72	FO Cable 72F, SM, LT, SJ, SA, DBP (F&I)	LF	
201-4-114-96	FO Cable 96F, SM, LT, SJ, SA, DBP (F&I)	LF	
201-4-114-144	FO Cable 144F, SM, LT, SJ, SA, DBP (F&I)	LF	
201-4-115-12	FO Cable 12F, SM, LT, SJ, SA, DBT (F&I)	LF	
201-4-115-24	FO Cable 24F, SM, LT, SJ, SA, DBT (F&I)	LF	
201-4-115-48	FO Cable 48F, SM, LT, SJ, SA, DBT (F&I)	LF	
201-4-115-72	FO Cable 72F, SM, LT, SJ, SA, DBT (F&I)	LF	
201-4-115-96	FO Cable 96F, SM, LT, SJ, SA, DBT (F&I)	LF	
201-4-115-144	FO Cable 144F, SM, LT, SJ, SA, DBT (F&I)	LF	
201-4-117-06	FO Cable 6F, SM, Drop Cable (F&I)	LF	
201-4-117-12	FO Cable 12F, SM, Drop Cable (F&I)	LF	
201-4-123-12	FO Cable 12F, MM, LT, UG (F&I)	LF	
201-4-123-24	FO Cable 24F, MM, LT, UG (F&I)	LF	
201-4-123-48	FO Cable 48F, MM, LT, UG (F&I)	LF	
201-4-123-72	FO Cable 72F, MM, LT, UG (F&I)	LF	
201-4-123-96	FO Cable 96F, MM, LT, UG (F&I)	LF	
201-4-123-144	FO Cable 144F, MM, LT, UG (F&I)	LF	
Fiber Optic Cable - ISP		**Per**	**Unit Price**
201-4-115-12	FO Cable 12F, SM, Riser (F&I)	LF	
201-4-115-24	FO Cable 24F, SM, Riser (F&I)	LF	
201-4-115-48	FO Cable 48F, SM, Riser (F&I)	LF	
201-4-115-72	FO Cable 72F, SM, Riser (F&I)	LF	
201-4-115-96	FO Cable 96F, SM, Riser (F&I)	LF	

Group 3 Fiber Optic Cable - OSP		Per	Unit Price
201-4-115-144	FO Cable 144F, SM, Riser (F&I)	LF	
201-4-116-12	FO Cable 12F, SM, Plenum (F&I)	LF	
201-4-116-24	FO Cable 24F, SM, Plenum (F&I)	LF	
201-4-116-48	FO Cable 48F, SM, Plenum (F&I)	LF	
201-4-116-72	FO Cable 72, SM, Plenum (F&I)	LF	
201-4-116-96	FO Cable 96F, SM, Plenum (F&I)	LF	
201-4-116-144	FO Cable 144F, SM, Plenum (F&I)	LF	
201-4-125-12	FO Cable 12F, MM, Riser (F&I)	LF	
201-4-125-24	FO Cable 24F, MM, Riser (F&I)	LF	
201-4-125-48	FO Cable 48F, MM, Riser (F&I)	LF	
201-4-125-72	FO Cable 72F, MM, Riser (F&I)	LF	
201-4-125-96	FO Cable 96F, MM, Riser (F&I)	LF	
201-4-125-144	FO Cable 144F, MM, Riser (F&I)	LF	
201-4-126-12	FO Cable 12F, MM, Plenum (F&I)	LF	
201-4-126-24	FO Cable 24F, MM, Plenum (F&I)	LF	
201-4-126-48	FO Cable 48F, MM, Plenum (F&I)	LF	
201-4-126-72	FO Cable 72F, MM, Plenum (F&I)	LF	
201-4-126-96	FO Cable 96F, MM, Plenum (F&I)	LF	
201-4-126-144	FO Cable 144F, MM, Plenum (F&I)	LF	
Fiber Optic Cable - Preterm Drops		**Per**	**Unit Price**
201-7-151-6PT	FO Cable 6F, SM, Preterm ST, 150' W/Housing (F&I)	EACH	
201-7-151-12PT	FO Cable 12F, SM, Preterm ST, 150' W/Housing (F&I)	EACH	
201-7-152-6PT	FO Cable 6F, SM, Preterm ST, 150' W/Coupler (F&I)	EACH	
201-7-152-12PT	FO Cable 12F, SM, Preterm ST, 150' W/Coupler (F&I)	EACH	
Fiber Optic Splicing Terminations - ISP		**Per**	**Unit Price**
201-8-12A	FO Splice-Term. Cabinet, 12F, Wall/Rack (F&I)	EACH	
201-8-12B	FO Splice-Term. Cabinet, 12F, Wall/Rack (F only)	EACH	
201-8-24A	FO Splice-Term. Cabinet, 24F Wall/Rack (F&I)	EACH	
201-8-24B	FO Splice-Term. Cabinet, 24F Wall/Rack (F only)	EACH	
201-8-48A	FO Splice-Term. Cabinet, 48F Wall/Rack (F&I)	EACH	
201-8-48B	FO Splice-Term. Cabinet, 48F Wall/Rack (F only)	EACH	
201-8-72A	FO Term. Housing, 72F Wall/Rack (F&I)	EACH	
201-8-72B	FO Term. Housing, 72F Wall/Rack (F only)	EACH	
201-8-96A	FO Term. Housing, 96F Wall/Rack (F&I)	EACH	
201-8-96B	FO Term. Housing, 96F Wall/Rack (F only)	EACH	
201-8-128A	FO Splice Housing 48-144F (F&I)	EACH	
683-8-128B	FO Splice Housing 48-144F (F only)	EACH	
201-8-172A	FO Term. Housing, 72F Wall/Rack (F&I)	EACH	
201-8-172B	FO Term. Housing, 72F Wall/Rack (F only)	EACH	
201-8-196A	FO Ter. Housing, 96F Wall/Rack (F&I)	EACH	
201-8-196B	FO Ter. Housing, 96F Wall/Rack (F only)	EACH	
201-8-BF-06A	FO Cable Prep, Fanout Kit, Buffer 6F (F&I)	EACH	
201-8-BF-06B	FO Cable Prep, Fanout Kit, Buffer 6F (F only)	EACH	
201-8-BF-12A	FO Cable Prep, Fanout Kit, Buffer 12F (F&I)	EACH	

Group 3 Fiber Optic Cable - OSP		Per	Unit Price
201-8-BF-12B	FO Cable Prep, Fanout Kit, Buffer 12F (F only)	EACH	
201-8-SF-12A	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F&I)	EACH	
201-8-SF-12B	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F only)	EACH	
201-8-912-STA	FO Connector, ST, MM, Unicam (F&I)	EACH	
201-8-912-STB	FO Connector, ST, MM, Unicam (F only)	EACH	
201-8-913-STA	FO Connector, ST, SM, Unicam (F&I)	EACH	
201-8-913-STB	FO Connector, ST, SM, Unicam (F only)	EACH	
201-8-913-SCA	FO Connector, SC, SM, Unicam (F&I)	EACH	
201-8-913-SCB	FO Connector, SC, SM, Unicam (F only)	EACH	
201-8-9-A	FO Jumper, Duplex ST-ST, SM, 10' (F Only)	EACH	
201-8-9-B	FO Jumper, Duplex ST-SC, SM, 10' (F Only)	EACH	
201-8-9-D	FO Jumper, Duplex ST-LC, SM, 10' (F Only)	EACH	
201-8-9-E	FO Jumper, Duplex ST-FC, SM, 10' (F Only)	EACH	
201-8-9-F	FO Jumper, Duplex SC-SC, SM, 10' (F Only)	EACH	
201-8-9-G	FO Jumper, Duplex SC-LC, SM, 10' (F Only)	EACH	
201-8-9-H	FO Jumper, Duplex ST-ST, MM, 10' (F Only)	EACH	
201-8-9-J	FO Jumper, Duplex SC-SC, MM, 10' (F Only)	EACH	
Fiber Optic Splicing Terminations - OSP		**Per**	**Unit Price**
201-8-12A	FO Splice Closure 12F, Aerial/UG (F&I)	EACH	
201-8-12B	FO Splice Closure 12F, Aerial/UG (F only)	EACH	
201-8-24A	FO Splice Closure 24F, Aerial/UG (F&I)	EACH	
201-8-24B	FO Splice Closure 24F, Aerial/UG (F only)	EACH	
201-8-48A	FO Splice Closure 48F, Aerial/UG (F&I)	EACH	
201-8-48B	FO Splice Closure 48F, Aerial/UG (F only)	EACH	
201-8-72A	FO Splice Closure 72F, Aerial/UG (F&I)	EACH	
201-8-72B	FO Splice Closure 72F, Aerial/UG (F only)	EACH	
201-8-96A	FO Splice Closure 96F, Aerial/UG (F&I)	EACH	
201-8-96B	FO Splice Closure 96F, Aerial/UG (F only)	EACH	
201-8-144A	FO Splice Closure 144F, Aerial/UG (F&I)	EACH	
207-8-144B	FO Splice Closure 144F, Aerial/UG (F only)	EACH	
201-8-RE	FO Closure Reentry Kit, Cable Prep (F&I)	EACH	
201-8-ST-12A	Splice Tray, Fusion Heatshrink, 12F, 12" (F&I)	EACH	
201-8-ST-12B	Splice Tray, Fusion Heatshrink, 12F, 12" (F only)	EACH	
201-8-ST-24A	Splice Tray, Fusion Heatshrink, 24F, 12" (F&I)	EACH	
201-8-ST-24B	Splice Tray, Fusion Heatshrink, 24F, 12" (F only)	EACH	
201-8-A	Fusion Splice Heat Shrink <.1db OSP Includes pigtail as needed (F&I)	EACH	
201-8-B	OTDR Test Any Wavelength Bare Fiber FOSC (I only)	EACH	
OSP Construction - Aerial		**Per**	**Unit Price**
201-10-1A	Messenger Cable 1/4" (F&I)	LF	
201-10-20	Remove Messenger Cable 1/4" (I Only)	LF	
201-10-B	Pole Attach Loose Tube W/J-Hook Concrete (F&I)	EACH	
201-10-C	Pole Attach Loose Tube W/J-Hook Wood (F&I)	EACH	
201-10-D	Place Pole Riser 2" GRS (F&I)	LF	
201-10-E	Place Riser U-Guard To 20' (F&I)	LF	

Group 3 Fiber Optic Cable - OSP		Per	Unit Price
201-10-F	Place 2" Riser Sealing Bushing 1-3 Hole (F&I)	EACH	
201-10-G	Place 2" Riser Heatshrink (F&I)	EACH	
201-10-600	Down Guy, 1/4", 6' Anchor (F&I)	EACH	
OSP Construction - UG		**Per**	**Unit Price**
201-11-100A	Cat 5E Plenum UTP (avg 150) (F&I)	LF	
201-11-100B	Cat 5E Plenum UTP (avg 150) (F only)	LF	
201-11-101A	Cat 5E PVC UTP (avg 150) (F&I)	LF	
201-11-101B	Cat 5E PVC UTP (avg 150) (F only)	LF	
Communication Cabinets - OSP		**Per**	**Unit Price**
203-110-336	Cabinet, 35"x24"x22" W/ Conc Base (F&I)	EACH	
203-110-334	Cabinet, 51.25"x20"x18" W/ Conc Base (F&I)	EACH	
203-110-60	Cabinet, 37"x20"x17" W/ Conc Base (F&I)	EACH	
203-130-1	Nema, 3R 19.7"x19.7"x7.9" (F&I)	EACH	
203-130-2	Nema, 3R 23.6"x23.6"x7.9" (F&I)	EACH	
203-110-6-1	FO Splice Housing Industrial Nema 3S (F&I)	EACH	
203-110-6-2	FO Splice Housing Environmental (F&I)	EACH	
203-110-6-3	FO Splice Housing Cross Connect (F&I)	EACH	
203-336-1	Device Cabinet Type 336 46”x 24” x 24” (F&I)	EACH	
203-332-2	Device Cabinet Type 332 66”x 24” x 30” (F&I)	EACH	
203-336S-3	Device Cabinet Type 336S 48”x 24” x 24” (F&I)	EACH	
203-335-4	Detector Cabinet Type VI 104” x 108” x 77” (F&I)	EACH	

Combined Pricing of all Highlighted Unit Costs in Group $0.00

Group 4 Multi-Pair Cables - ISP / OSP		Per	Unit Price
201-15-101A	Cat 6 Plenum Enhanced (avg 150) (F&I)	LF	
201-15-101B	Cat 6 Plenum Enhanced (avg 150) (F only)	LF	
201-15-102A	Cat 6 PVC Enhanced (avg 150) (F&I)	LF	
201-15-102B	Cat 6 PVC Enhanced (avg 150) (F only)	LF	
201-15-100	Cat 5E 25 Pair PVC Plenum (F&I)	LF	
201-15-101	Cat 5E 25 Pair PVC Riser (F&I)	LF	
201-15-102	Cat 5E 25 Pair PE 89 OSP (F&I)	LF	
201-15-110	Face Plate 1 Gang Surface Or Flush (F&I)	EACH	
201-15-111	Face Plate 2 Gang Surface Or Flush (F&I)	EACH	
201-15-120	Cat 6 Jacks RJ45 568A/B 1 Port Data (F&I)	EACH	
201-15-121	Cat 6 Jacks RJ45 568A/B 2 Port Data/Voice (F&I)	EACH	
201-15-130	Cat 6 Patch Panel Wall Mount 24 Port (F&I)	EACH	
201-15-131	Cat 6 Patch Panel Rack Mount 48 Port (F&I)	EACH	
201-15-132	Cat 6 Patch Panel Rack Mount 96 Port (F&I)	EACH	
201-15-140	Wire Management Panel 19"x1.75" (F&I)	EACH	
201-15-141	Wire Management Panel 19"x5.25" (F&I)	EACH	
201-15-100-1	Cat 6 Patch Cords RJ45 6' Standard (F&I)	EACH	
201-15-110-1	Cat 5E Punch Block 110 25 Pair (F&I)	EACH	
201-15-111-1	Cat 5E Punch Block 66 25 Pair (F&I)	EACH	
201-15-100-2	Cat 6 CU Drop Certification Test (F&I)	EACH	
201-15-hdw-br	Cable Support Brackets, Bridle Rings (F&I)	EACH	
201-15-hdw-sp	Cable Raceway, Surface Mount Per Drop (F&I)	EACH	
201-15-12	Conduit, EMT 2" W/ All Fittings (F&I)	LF	
201-15-13	Conduit, EMT Fire Sleeve 2" (F&I)	EACH	
201-15-14	Conduit, EMT Fire Sleeve 4" (F&I)	EACH	
201-15-ST-12	Cable Tray 12" Ladder Alum Black (F&I)	LF	
201-15-ST-hdw	Cable Tray, 12", Misc. Hardware (F&I)	LF	
201-15-ST-12-1	EIA Rack Wall Mt Hinged 19"x36" (F&I) (Bldg Entry)	EACH	
201-15-ST-12-2	EIA Rack Free Standing 19"x84" (F&I)	EACH	
201-15-ST-12-3	Cable Management Kit Horizontal (F&I)	EACH	
201-15-ST-12-4	Cable Management Kit Vertical (F&I)	EACH	
201-15-ST-12-5	EIA Cabinets 19"x84"x30" Complete (F&I)	EACH	

Group $0.00

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE:	Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance	

RESPONSE COVER PAGE

COMPANY NAME	Danella Construction Corporation of Florida, Inc
ADDRESS	Corporate: 581 Washburn Rd, Melbourne, FL 32934 Office Supporting ITB Work: 717 Industry Rd S, Cocoa, FL 32926
PRIMARY CONTACT	Thomas Schinske
TELEPHONE #	Corporate: 321-259-6124 Cocoa Office: 321-877-4632
EMAIL ADDRESS	washburn@danella.com

SUBMITTAL CHECKLIST

[X]	SUBMITTAL REQUIREMENT / DOCUMENT
✓	Original Submittal Package bound with binder clip
✓	Cover Letter as per section 1.02
✓	Attachment "B" Insurance
✓	Attachment "C" Addendum Acknowledgement
	~~Attachment "D" Bid Security Bond (if required)~~
✓	Attachment "E" Bid Price Schedule
✓	Attachment "F" Trench Safety (if required)
✓	Attachment "G" Certificate of Non-Segregated Facilities
✓	Attachment "H" Drug-Free Workplace
✓	Attachment "I" Conflict of Interest and Non-Collusion
✓	Attachment "J" Organizational Info
✓	Attachment "K" Subcontractor Participation
✓	Attachment "L" References
✓	Attachment "M" Truth-in-Negotiations
✓	Attachment "N" Solicitation Label affixed to envelope
✓	Attachment "O" Scrutinized Companies
✓	Attachment "P" E-Verify Affidavit (including screenshot from website showing active account)
✓	Attachment "Q" Federally Required Contract Clauses for FEMA Grantees and Subgrantees
✓	Proof of Florida Registration
✓	Professional License(s) (if required)
✓	W9
✓	Proof of Insurance (Sample COI)
✓	USB drive with electronic copy of submittal, including excel version of Bid Price Schedule

Danella Construction Corporation of Florida
581 Washburn Road
Melbourne, Fl. 32934

City of Cocoa
Finance Department – Purchasing & Contracts Division
65 Stone Street
Cocoa, FL 32922

Re: ITB B-23-05-COC

Dear Purchasing Manager,

Danella Construction Corp. of Florida, Inc. offers complete turnkey services associated with this ITB with a professional license to complete underground utility work. A fully staffed construction office located in Cocoa, FL with experience working with various municipalities, service providers, and large site general contractors on past projects can complete construction projects for all fiber optic network needs. Our construction team has the equipment, resources, experience, and qualifications to complete any fiber optic work including in house permit processing, directional boring, excavating crews, and installation for aerial or underground fiber optic cables as well as a qualified and Corning Certified splicing crew.

Danella is a well-established company and will be around for years to come when you need them. Founded in 1972 and incorporated in Florida since 1984, Danella has the established finances, resources, safety program, and policies for being a partner with the City of Cocoa for years to come. Danella has 5 offices and over 75 employees in the state of Florida. The office responsible for this ITB with the required resources is located in Cocoa. With years of experience working under similar contracts with great success and client satisfaction. Our proposal offers the City of Cocoa an experienced and reliable service from Danella Construction for construction, fiber installation, and splicing at a competitive rate and a quality second to none.

Corporate Primary Contact:
Thomas Schinske
581 Washburn Rd, Melbourne, FL 32934
Phone: 321-259-6124
Email: washburn@danella.com

Cocoa Office Primary Contact:
Caitlin Caldwell
717 Industry Rd S, Cocoa, FL 32926
Phone: 321-877-4632
Email: ccaldwell@danella.com

Danella Construction appreciates this opportunity to continue our relationship with the city of Cocoa,

Sincerely,

Caitlin Caldwell
Bid Division Project Manager

Attachment "B"
Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 STONE STREET, COCOA, FLORIDA 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE:	Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance	

Thomas Schinske

AFFIANT SIGNATURE

Thomas Schinske

Typed Name of AFFIANT

Vice President

Title

The foregoing instrument was executed before me this 17 day of January, 2023, by Thomas Schinske as Vice President of Danella Construction Corp., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC Whitney A. Frizell

STATE OF Florida

MY COMMISSION EXPIRES: 6/14/25

Whitney A. Frizell
Notary Public
State of Florida
Comm# HH142380
Expires 6/14/2025

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE:	Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance	

Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. 1 Dated: 12/28/2022

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
Danella Construction Corporation of Florida, Inc

Mailing Address:
581 Washburn Rd, Melbourne, FL 32934

Telephone Number: 321-259-6124 Fax Number: 321-242-0106 E-mail Address:
washburn@danella.com

Thomas Schinske FEIN: 59-2453991

Authorized Signatory Printed Name

Vice President 01/17/2023

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE:	Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance	

Attachment "E"
Bid Price Schedule and Acceptance of Terms and Conditions

EXCEL FILE INCLUDED

Complete the ITB Price Schedule MS Excel file attached to this solicitation announcement. Bidders are not required to bid on all groups but are required to bid on all items within each group they choose to bid on. Print out all worksheets in the excel file and include along with this Attachment.

Will your company extend these prices to other governmental agencies in the State of Florida? Yes__ No__

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Bidder/Contractor Name: Danella Construction Corporation of Florida, Inc

Mailing Address: 581 Washburn Rd, Melbourne, FL 32934

Telephone Number: 321-259-6124 E-mail Address: washburn@danella.com

Authorized Signatory

Thomas Schinske FEIN: 59-2453991
Printed Name

Vice President
Title

01/17/2023
Date

STATE OF Florida COUNTY OF Brevard

The foregoing instrument was executed before me this 17 day of January, 2023, by Thomas Schinske as Vice President of Danella Construction Corp. of FL Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Whitney A. Frizell
NOTARY PUBLIC, State of Florida

Whitney A. Frizell
Notary Public
State of Florida
Comm# HH142380
Expires 6/14/2025

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Group 1 System Design & Engineering Labor		Per	Unit Price
100-3-101	BICSI Reg Comm Dist Design Services	HR	$156.25
100-4-102	CADD Operator	HR	$156.25
100-5-102	Comm Cable-Electronics Technician (Travel / Standby)	HR	$80.00
100-5-103	Comm Cable-Electronics Technician (Onsite)	HR	$86.50
100-6-104	Communication Cable Installer (Travel / Standby)	HR	$62.50
100-6-104	Communication Cable Installer (Onsite)	HR	$68.75
100-7-105	Communication Duct Installer (Travel / Standby)	HR	$62.50
100-7-105	Communication Duct Installer (Onsite)	HR	$68.75

Average Price of Highlighted Unit Costs in Group $103.50

Group 2 OSP Construction Conduit		Per	Unit Price
200-5-12-24	Conduit, 2" 10' PVC @ 24", Machine Trench (F&I)	LF	$113.35
200-5-12-36	Conduit, 2" PVC @ 36" Machine Trench (F&I)	LF	$12.10
200-5-13-24	Conduit, 2" PVC @ 24", Hand Trench (F&I)	LF	$11.00
200-5-13-36	Conduit, 2" PVC @ 36", Hand Trench (F&I)	LF	$12.75
200-5-12-ep	Conduit, 2" PVC Additional Pipe In Trench (F&I)	LF	$7.25
200-6-1.25	Innerduct, 1 1/4" Corrugated, Colored (F&I)	LF	$3.45
200-6-41.25	Conduit Plowing 4W1.25" HDPE, Colored (F&I)	LF	$7.95
200-6-23	MaxCell Placement in existing 2" Conduit - 2" - 3 Cell (F&I)	LF	$10.65
200-6-33	MaxCell Placement in existing 3" Conduit - 3" - 3 Cell (F&I)	LF	$11.95
200-6-43	MaxCell Placement in existing 4" Conduit - 4" - 3 Cell (F&I)	LF	$13.10
200-6-00-18	Cable Direct Bury, Hand Dig @ 18" (I Only)	LF	$3.75
200-6-00-30	Cable Direct Bury, P[illegible]ow @ 30" (I Only)	LF	$4.40
200-6-12-db	Directional Bore, 2" [illegible]	LF	$14.00
200-6-14-db	Directional Bore, 2" [illegible]HDPE, Special C[illegible]nditions (F&I)	LF	$20.00
200-6-15-db	Directional Bore, 4" HDPE (F&I)	LF	$22.00
200-6-16-db	Directional Bore, 4" HDPE, Special Conditions (F&I)	LF	$33.25
200-6-18-db	Directional Bore, 8" Under Waterway <1,000lf (F&I)	LF	$115.00
200-6-12-grs	Conduit, 2" GRS, (F&I)	LF	$73.75
200-6-14-grs	Conduit, 4" GRS, (F&I)	LF	$78.25
200-6-12-grs	Conduit, 2" Fiberglass Bridge Mount (F&I)	LF	$101.50
200-6-14-grs	Conduit, 4" Fiberglass bridge mount (F&I)	LF	$106.50
200-7-TW	Detectable Tracer Wire (F&I)	LF	$0.95
200-7-MT	Detectable Marking Tape (F&I)	LF	$0.55
200-7-JL	Jet Line (F&I)	LF	$0.45
200-7-ROW	ROW Delineator Marker Post Orange 6' (F&I)	EA	$75.00
Pull Boxes and Junction Boxes		**Per**	**Unit Price**
202-8-443	Pull Box, Composite 4'x4'x3' W/Lid (F&I)	EA	$9,405.00
202-8-444	Pull Box, Composite 4'x4'x4' W/ Lid (F&I)	EA	$9,935.00
202-8-232	Pull Box, Composite 24"x36"x24" W/ Lid (F&I)	EA	$1,544.25
202-8-233	Pull Box, Composite 24"x36"x36" W/ Lid (F&I)	EA	$1,786.50
202-8-121	Pull Box, Composite 17"x30"x12" W/ Lid (F&I)	EA	$1,025.00

VOID

Average Price of Highlighted Unit Costs in Group $382.95

Brian Dale

From: Caitlin Caldwell <ccaldwell@danella.com>
Sent: Monday, January 23, 2023 1:00 PM
To: Brian Dale
Cc: Purchasing
Subject: RE: Response to B-23-05-COC
Attachments: Group 2 Response Correction - 1.23.2023.pdf

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Mr. Dale,

Good afternoon! Thank you for the opportunity to clarify/correct. Attached you will find the corrected Group 2 item 200-5-12-24, initialed and dated as requested. This was a simple double tap of the finger when typing the numbers into the spreadsheet and I did not catch the mistake before submitting the proposal.

Please let me know if you need any further information about this or any other part of our bid.

Thank you again,

Caitlin Caldwell
Bid Division Manager

DANELLA 50th Anniversary

Danella Construction Corp. of FL, Inc.
717 S. Industry Road
Cocoa, FL 32926

Direct 321-877-4632
Mobile 321-704-3274
Fax 321-877-4634

Pride in everything we do.

www.danella.com

1/23/2023 CC

Group 2 OSP Construction Conduit		Per	Unit Price
200-5-12-24	Conduit, 2" 10' PVC @ 24", Machine Trench (F&I)	LF	~~$113.35~~ $11.35
200-5-12-36	Conduit, 2" PVC @ 36" Machine Trench (F&I)	LF	$12.10
200-5-13-24	Conduit, 2" PVC @ 24", Hand Trench (F&I)	LF	$11.00
200-5-13-36	Conduit, 2" PVC @ 36", Hand Trench (F&I)	LF	$12.75
200-5-12-ep	Conduit, 2" PVC Additional Pipe In Trench (F&I)	LF	$7.25
200-6-1.25	Innerduct, 1 1/4" Corrugated, Colored (F&I)	LF	$3.45
200-6-41.25	Conduit Plowing 4W1.25" HDPE, Colored (F&I)	LF	$7.95
200-6-23	MaxCell Placement in existing 2" Conduit - 2" - 3 Cell (F&I)	LF	$10.65
200-6-33	MaxCell Placement in existing 3" Conduit - 3" - 3 Cell (F&I)	LF	$11.95
200-6-43	MaxCell Placement in existing 4" Conduit - 4" - 3 Cell (F&I)	LF	$13.10
200-6-00-18	Cable Direct Bury, Hand Dig @ 18" (I Only)	LF	$3.75
200-6-00-30	Cable Direct Bury, Plow @ 30" (I Only)	LF	$4.40
200-6-12-db	Directional Bore, 2" HDPE (F&I)	LF	$14.00
200-6-14-db	Directional Bore, 2" HDPE, Special Conditions (F&I)	LF	$20.00
200-6-15-db	Directional Bore, 4" HDPE (F&I)	LF	$22.00
200-6-16-db	Directional Bore, 4" HDPE, Special Conditions (F&I)	LF	$33.25
200-6-18-db	Directional Bore, 8" Under Waterway <1,000lf (F&I)	LF	$115.00
200-6-12-grs	Conduit, 2" GRS, (F&I)	LF	$73.75
200-6-14-grs	Conduit, 4" GRS, (F&I)	LF	$78.25
200-6-12-grs	Conduit, 2" Fiberglass Bridge Mount (F&I)	LF	$101.50
200-6-14-grs	Conduit, 4" Fiberglass bridge mount (F&I)	LF	$106.50
200-7-TW	Detectable Tracer Wire (F&I)	LF	$0.95
200-7-MT	Detectable Marking Tape (F&I)	LF	$0.55
200-7-JL	Jet Line (F&I)	LF	$0.45
200-7-ROW	ROW Delineator Marker Post Orange 6' (F&I)	EAC H	$75.00
Pull Boxes and Junction Boxes		**Per**	**Unit Price**
202-8-443	Pull Box, Composite 4'x4'x3' W/Lid (F&I)	EAC H	$9,405.00
202-8-444	Pull Box, Composite 4'x4'x4' W/ Lid (F&I)	EAC H	$9,935.00
202-8-232	Pull Box, Composite 24"x36"x24" W/ Lid (F&I)	EAC H	$1,544.25
202-8-233	Pull Box, Composite 24"x36"x36" W/ Lid (F&I)	EAC H	$1,786.50
202-8-121	Pull Box, Composite 17"x30"x12" W/ Lid (F&I)	EAC H	$1,025.00

Average Price of Highlighted Unit Costs in Group $382.95

Group 3			
Fiber Optic Cable - OSP		**Per**	**Unit Price**
201-4-111-12	FO Cable 12F, SM, LT, Aerial (F&I)	LF	$2.90
201-4-111-24	FO Cable 24F, SM, LT, Aerial (F&I)	LF	$3.10
201-4-111-48	FO Cable 48F, SM, LT, Aerial (F&I)	LF	$3.25
201-4-111-72	FO Cable 72, SM, LT, Aerial (F&I)	LF	$3.45
201-4-111-96	FO Cable 96F, SM, LT, Aerial (F&I)	LF	$3.65
201-4-111-144	FO Cable 144F, SM, LT, Aerial (F&I)	LF	$4.10
201-4-112-12	FO Cable 12F, SM, ADSS, Aerial (F&I)	LF	$3.00
201-4-112-24	FO Cable 24F, SM, ADSS, Aerial (F&I)	LF	$3.25
201-4-112-48	FO Cable 48F, SM, ADSS, Aerial (F&I)	LF	$3.60
201-4-112-72	FO Cable 72F, SM, ADSS, Aerial (F&I)	LF	$3.85
201-4-112-96	FO Cable 96F, SM, ADSS, Aerial (F&I)	LF	$4.25
201-4-112-144	FO Cable 144F, SM, ADSS, Aerial (F&I)	LF	$5.05
201-4-113-12	FO Cable 12F, SM, LT, UG (F&I)	LF	$1.40
201-4-113-24	FO Cable 24F, SM, LT, UG (F&I)	LF	$1.60
201-4-113-48	FO Cable 48F, SM, LT, UG (F&I)	LF	$1.85
201-4-113-72	FO Cable 72, SM, LT, UG (F&I)	LF	$2.05
201-4-113-96	FO Cable 96F, SM, LT, UG (F&I)	LF	$2.50
201-4-113-144	FO Cable 144F, SM, LT, UG (F&I)	LF	$3.20
201-4-114-12	FO Cable 12F, SM, LT, SJ, SA, DBP (F&I)	LF	$2.80
201-4-114-24	FO Cable 24F, SM, LT, SJ, SA, DBP (F&I)	LF	$2.95
201-4-114-48	FO Cable 48F, SM, LT, SJ, SA, DBP (F&I)	LF	$3.15
201-4-114-72	FO Cable 72F, SM, LT, SJ, SA, DBP (F&I)	LF	$3.50
201-4-114-96	FO Cable 96F, SM, LT, SJ, SA, DBP (F&I)	LF	$3.85
201-4-114-144	FO Cable 144F, SM, LT, SJ, SA, DBP (F&I)	LF	$4.55
201-4-115-12	FO Cable 12F, SM, LT, SJ, SA, DBT (F&I)	LF	$5.00
201-4-115-24	FO Cable 24F, SM, LT, SJ, SA, DBT (F&I)	LF	$5.15
201-4-115-48	FO Cable 48F, SM, LT, SJ, SA, DBT (F&I)	LF	$5.35
201-4-115-72	FO Cable 72F, SM, LT, SJ, SA, DBT (F&I)	LF	$5.70
201-4-115-96	FO Cable 96F, SM, LT, SJ, SA, DBT (F&I)	LF	$6.05
201-4-115-144	FO Cable 144F, SM, LT, SJ, SA, DBT (F&I)	LF	$6.75
201-4-117-06	FO Cable 6F, SM, Drop Cable (F&I)	LF	$4.40
201-4-117-12	FO Cable 12F, SM, Drop Cable (F&I)	LF	$4.75
201-4-123-12	FO Cable 12F, MM, LT, UG (F&I)	LF	$2.71
201-4-123-24	FO Cable 24F, MM, LT, UG (F&I)	LF	$4.65
201-4-123-48	FO Cable 48F, MM, LT, UG (F&I)	LF	$7.75
201-4-123-72	FO Cable 72F, MM, LT, UG (F&I)	LF	$12.10
201-4-123-96	FO Cable 96F, MM, LT, UG (F&I)	LF	$14.60
201-4-123-144	FO Cable 144F, MM, LT, UG (F&I)	LF	$23.00
Fiber Optic Cable - ISP		**Per**	**Unit Price**
201-4-115-12	FO Cable 12F, SM, Riser (F&I)	LF	$2.03
201-4-115-24	FO Cable 24F, SM, Riser (F&I)	LF	$3.05
201-4-115-48	FO Cable 48F, SM, Riser (F&I)	LF	$6.12
201-4-115-72	FO Cable 72F, SM, Riser (F&I)	LF	$6.94
201-4-115-96	FO Cable 96F, SM, Riser (F&I)	LF	$12.20

Group 3 Fiber Optic Cable - OSP		Per	Unit Price
201-4-115-144	FO Cable 144F, SM, Riser (F&I)	LF	$18.28
201-4-116-12	FO Cable 12F, SM, Plenum (F&I)	LF	$2.20
201-4-116-24	FO Cable 24F, SM, Plenum (F&I)	LF	$3.77
201-4-116-48	FO Cable 48F, SM, Plenum (F&I)	LF	$7.97
201-4-116-72	FO Cable 72, SM, Plenum (F&I)	LF	$12.19
201-4-116-96	FO Cable 96F, SM, Plenum (F&I)	LF	$15.78
201-4-116-144	FO Cable 144F, SM, Plenum (F&I)	LF	$23.00
201-4-125-12	FO Cable 12F, MM, Riser (F&I)	LF	$3.38
201-4-125-24	FO Cable 24F, MM, Riser (F&I)	LF	$5.70
201-4-125-48	FO Cable 48F, MM, Riser (F&I)	LF	$12.24
201-4-125-72	FO Cable 72F, MM, Riser (F&I)	LF	$17.76
201-4-125-96	FO Cable 96F, MM, Riser (F&I)	LF	$23.75
201-4-125-144	FO Cable 144F, MM, Riser (F&I)	LF	$34.73
201-4-126-12	FO Cable 12F, MM, Plenum (F&I)	LF	$3.46
201-4-126-24	FO Cable 24F, MM, Plenum (F&I)	LF	$6.50
201-4-126-48	FO Cable 48F, MM, Plenum (F&I)	LF	$14.84
201-4-126-72	FO Cable 72F, MM, Plenum (F&I)	LF	$22.03
201-4-126-96	FO Cable 96F, MM, Plenum (F&I)	LF	$28.10
201-4-126-144	FO Cable 144F, MM, Plenum (F&I)	LF	$38.66
Fiber Optic Cable - Preterm Drops		**Per**	**Unit Price**
201-7-151-6PT	FO Cable 6F, SM, Preterm ST, 150' W/Housing (F&I)	EACH	$1,085.72
201-7-151-12PT	FO Cable 12F, SM, Preterm ST, 150' W/Housing (F&I)	EACH	$1,411.22
201-7-152-6PT	FO Cable 6F, SM, Preterm ST, 150' W/Coupler (F&I)	EACH	$1,085.72
201-7-152-12PT	FO Cable 12F, SM, Preterm ST, 150' W/Coupler (F&I)	EACH	$1,411.22
Fiber Optic Splicing Terminations - ISP		**Per**	**Unit Price**
201-8-12A	FO Splice-Term. Cabinet, 12F, Wall/Rack (F&I)	EACH	$1,396.86
201-8-12B	FO Splice-Term. Cabinet, 12F, Wall/Rack (F only)	EACH	$318.64
201-8-24A	FO Splice-Term. Cabinet, 24F Wall/Rack (F&I)	EACH	$2,392.34
201-8-24B	FO Splice-Term. Cabinet, 24F Wall/Rack (F only)	EACH	$368.57
201-8-48A	FO Splice-Term. Cabinet, 48F Wall/Rack (F&I)	EACH	$4,584.12
201-8-48B	FO Splice-Term. Cabinet, 48F Wall/Rack (F only)	EACH	$368.57
201-8-72A	FO Term. Housing, 72F Wall/Rack (F&I)	EACH	$6,009.68
201-8-72B	FO Term. Housing, 72F Wall/Rack (F only)	EACH	$469.64
201-8-96A	FO Term. Housing, 96F Wall/Rack (F&I)	EACH	$7,862.78
201-8-96B	FO Term. Housing, 96F Wall/Rack (F only)	EACH	$489.21
201-8-128A	FO Splice Housing 48-144F (F&I)	EACH	$647.13
683-8-128B	FO Splice Housing 48-144F (F only)	EACH	$471.24
201-8-172A	FO Term. Housing, 72F Wall/Rack (F&I)	EACH	$6,270.97
201-8-172B	FO Term. Housing, 72F Wall/Rack (F only)	EACH	$469.64
201-8-196A	FO Ter. Housing, 96F Wall/Rack (F&I)	EACH	$7,862.78
201-8-196B	FO Ter. Housing, 96F Wall/Rack (F only)	EACH	$489.21
201-8-BF-06A	FO Cable Prep, Fanout Kit, Buffer 6F (F&I)	EACH	$60.19
201-8-BF-06B	FO Cable Prep, Fanout Kit, Buffer 6F (F only)	EACH	$30.19
201-8-BF-12A	FO Cable Prep, Fanout Kit, Buffer 12F (F&I)	EACH	$84.19

Group 3 Fiber Optic Cable - OSP		Per	Unit Price
201-8-BF-12B	FO Cable Prep, Fanout Kit, Buffer 12F (F only)	EACH	$30.19
201-8-SF-12A	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F&I)	EACH	$112.25
201-8-SF-12B	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F only)	EACH	$40.25
201-8-912-STA	FO Connector, ST, MM, Unicam (F&I)	EACH	$57.34
201-8-912-STB	FO Connector, ST, MM, Unicam (F only)	EACH	$21.34
201-8-913-STA	FO Connector, ST, SM, Unicam (F&I)	EACH	$60.38
201-8-913-STB	FO Connector, ST, SM, Unicam (F only)	EACH	$24.38
201-8-913-SCA	FO Connector, SC, SM, Unicam (F&I)	EACH	$60.95
201-8-913-SCB	FO Connector, SC, SM, Unicam (F only)	EACH	$24.95
201-8-9-A	FO Jumper, Duplex ST-ST, SM, 10' (F Only)	EACH	$61.78
201-8-9-B	FO Jumper, Duplex ST-SC, SM, 10' (F Only)	EACH	$56.54
201-8-9-D	FO Jumper, Duplex ST-LC, SM, 10' (F Only)	EACH	$61.56
201-8-9-E	FO Jumper, Duplex ST-FC, SM, 10' (F Only)	EACH	$61.88
201-8-9-F	FO Jumper, Duplex SC-SC, SM, 10' (F Only)	EACH	$51.34
201-8-9-G	FO Jumper, Duplex SC-LC, SM, 10' (F Only)	EACH	$56.35
201-8-9-H	FO Jumper, Duplex ST-ST, MM, 10' (F Only)	EACH	$57.22
201-8-9-J	FO Jumper, Duplex SC-SC, MM, 10' (F Only)	EACH	$45.72
Fiber Optic Splicing Terminations - OSP		**Per**	**Unit Price**
201-8-12A	FO Splice Closure 12F, Aerial/UG (F&I)	EACH	$597.35
201-8-12B	FO Splice Closure 12F, Aerial/UG (F only)	EACH	$429.00
201-8-24A	FO Splice Closure 24F, Aerial/UG (F&I)	EACH	$681.55
201-8-24B	FO Splice Closure 24F, Aerial/UG (F only)	EACH	$429.00
201-8-48A	FO Splice Closure 48F, Aerial/UG (F&I)	EACH	$793.50
201-8-48B	FO Splice Closure 48F, Aerial/UG (F only)	EACH	$456.70
201-8-72A	FO Splice Closure 72F, Aerial/UG (F&I)	EACH	$1,017.30
201-8-72B	FO Splice Closure 72F, Aerial/UG (F only)	EACH	$512.20
201-8-96A	FO Splice Closure 96F, Aerial/UG (F&I)	EACH	$1,181.75
201-8-96B	FO Splice Closure 96F, Aerial/UG (F only)	EACH	$592.45
201-8-144A	FO Splice Closure 144F, Aerial/UG (F&I)	EACH	$1,489.80
207-8-144B	FO Splice Closure 144F, Aerial/UG (F only)	EACH	$647.85
201-8-RE	FO Closure Reentry Kit, Cable Prep (F&I)	EACH	$336.75
201-8-ST-12A	Splice Tray, Fusion Heatshrink, 12F, 12" (F&I)	EACH	$61.40
201-8-ST-12B	Splice Tray, Fusion Heatshrink, 12F, 12" (F only)	EACH	$36.20
201-8-ST-24A	Splice Tray, Fusion Heatshrink, 24F, 12" (F&I)	EACH	$112.00
201-8-ST-24B	Splice Tray, Fusion Heatshrink, 24F, 12" (F only)	EACH	$65.50
201-8-A	Fusion Splice Heat Shrink <.7ub OSP Includes pigtail as needed (F&I)	EACH	$30.00
201-8-B	OTDR Test Any Wavelength Bare Fiber FOSC (I only)	EACH	$7.00
OSP Construction - Aerial		**Per**	**Unit Price**
201-10-1A	Messenger Cable 1/4" (F&I)	LF	$1.64
201-10-20	Remove Messenger Cable 1/4" (I Only)	LF	$1.62
201-10-B	Pole Attach Loose Tube W/J-Hook Concrete (F&I)	EACH	$190.20
201-10-C	Pole Attach Loose Tube W/J-Hook Wood (F&I)	EACH	$123.00
201-10-D	Place Pole Riser 2" GRS (F&I)	LF	$27.38
201-10-E	Place Riser U-Guard To 20' (F&I)	LF	$20.81

Group 3 Fiber Optic Cable - OSP		Per	Unit Price
201-10-F	Place 2" Riser Sealing Bushing 1-3 Hole (F&I)	EACH	$78.72
201-10-G	Place 2" Riser Heatshrink (F&I)	EACH	$75.60
201-10-600	Down Guy, 1/4", 6' Anchor (F&I)	EACH	$343.20
OSP Construction - UG		**Per**	**Unit Price**
201-11-100A	Cat 5E Plenum UTP (avg 150) (F&I)	LF	$1.50
201-11-100B	Cat 5E Plenum UTP (avg 150) (F only)	LF	$0.36
201-11-101A	Cat 5E PVC UTP (avg 150) (F&I)	LF	$1.20
201-11-101B	Cat 5E PVC UTP (avg 150) (F only)	LF	$1.50
Communication Cabinets - OSP		**Per**	**Unit Price**
203-110-336	Cabinet, 35"x24"x22" W/ Conc Base (F&I)	EACH	$4,954.80
203-110-334	Cabinet, 51.25"x20"x18" W/ Conc Base (F&I)	EACH	$5,748.00
203-110-60	Cabinet, 37"x20"x17" W/ Conc Base (F&I)	EACH	$4,744.80
203-130-1	Nema, 3R 19.7"x19.7"x7.9" (F&I)	EACH	$707.73
203-130-2	Nema, 3R 23.6"x23.6"x7.9" (F&I)	EACH	$859.99
203-110-6-1	FO Splice Housing Industrial Nema 3S (F&I)	EACH	$1,464.00
203-110-6-2	FO Splice Housing Environmental (F&I)	EACH	$720.00
203-110-6-3	FO Splice Housing Cross Connect (F&I)	EACH	$3,840.00
203-336-1	Device Cabinet Type 336 46"x 24" x 24" (F&I)	EACH	$6,144.00
203-332-2	Device Cabinet Type 332 66"x 24" x 30" (F&I)	EACH	$6,588.00
203-336S-3	Device Cabinet Type 336S 48"x 24" x 24" (F&I)	EACH	$6,370.80
203-335-4	Detector Cabinet Type VI 104" x 108" x 77" (F&I)	EACH	$15,350.00

Combined Pricing of all Highlighted Unit Costs in Group $131.85

	Group 4 Multi-Pair Cables - ISP / OSP	Per	Unit Price
201-15-101A	Cat 6 Plenum Enhanced (avg 150) (F&I)	LF	No Bid
201-15-101B	Cat 6 Plenum Enhanced (avg 150) (F only)	LF	No Bid
201-15-102A	Cat 6 PVC Enhanced (avg 150) (F&I)	LF	No Bid
201-15-102B	Cat 6 PVC Enhanced (avg 150) (F only)	LF	No Bid
201-15-100	Cat 5E 25 Pair PVC Plenum (F&I)	LF	No Bid
201-15-101	Cat 5E 25 Pair PVC Riser (F&I)	LF	No Bid
201-15-102	Cat 5E 25 Pair PE 89 OSP (F&I)	LF	No Bid
201-15-110	Face Plate 1 Gang Surface Or Flush (F&I)	EACH	No Bid
201-15-111	Face Plate 2 Gang Surface Or Flush (F&I)	EACH	No Bid
201-15-120	Cat 6 Jacks RJ45 568A/B 1 Port Data (F&I)	EACH	No Bid
201-15-121	Cat 6 Jacks RJ45 568A/B 2 Port Data/Voice (F&I)	EACH	No Bid
201-15-130	Cat 6 Patch Panel Wall Mount 24 Port (F&I)	EACH	No Bid
201-15-131	Cat 6 Patch Panel Rack Mount 48 Port (F&I)	EACH	No Bid
201-15-132	Cat 6 Patch Panel Rack Mount 96 Port (F&I)	EACH	No Bid
201-15-140	Wire Management Panel 19"x1.75" (F&I)	EACH	No Bid
201-15-141	Wire Management Panel 19"x5.25" (F&I)	EACH	No Bid
201-15-100-1	Cat 6 Patch Cords RJ45 6' Standard (F&I)	EACH	No Bid
201-15-110-1	Cat 5E Punch Block 110 25 Pair (F&I)	EACH	No Bid
201-15-111-1	Cat 5E Punch Block 66 25 Pair (F&I)	EACH	No Bid
201-15-100-2	Cat 6 CU Drop Certification Test (F&I)	EACH	No Bid
201-15-hdw-br	Cable Support Brackets, Bridle Rings (F&I)	EACH	No Bid
201-15-hdw-sp	Cable Raceway, Surface Mount Per Drop (F&I)	EACH	No Bid
201-15-12	Conduit, EMT 2" W/ All Fittings (F&I)	LF	No Bid
201-15-13	Conduit, EMT Fire Sleeve 2" (F&I)	EACH	No Bid
201-15-14	Conduit, EMT Fire Sleeve 4" (F&I)	EACH	No Bid
201-15-ST-12	Cable Tray 12" Ladder Alum Black (F&I)	LF	No Bid
201-15-ST-hdw	Cable Tray, 12", Misc. Hardware (F&I)	LF	No Bid
201-15-ST-12-1	EIA Rack Wall Mt Hinged 19"x36" (F&I) (Bldg Entry)	EACH	No Bid
201-15-ST-12-2	EIA Rack Free Standing 19"x84" (F&I)	EACH	No Bid
201-15-ST-12-3	Cable Management Kit Horizontal (F&I)	EACH	No Bid
201-15-ST-12-4	Cable Management Kit Vertical (F&I)	EACH	No Bid
201-15-ST-12-5	EIA Cabinets 19"x84"x30" Complete (F&I)	EACH	No Bid

Group $0.00

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TITLE:	Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance	

Attachment "F"
Trench Safety Certification

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.

If trench excavation is required on the Project more than 5-feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5-feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
1.	Trench Box	Ea			
2.	Shoring	Ft			
3.					
4.	***Danella Construction Corporation of Florida acknowledges the OSHA requirements for trench excavations for the various types of soils. We will follow the requirements as needed				
5.	on a project by project basis.				

(Attach Separate Sheet if Necessary)

If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: Danella Construction Corporation of Florida, Inc

Mailing Address: 581 Washburn Rd, Melbourne, FL 32934

Telephone Number: 321-259-6124 Fax Number: 321-242-0106 E-mail Address: washburn@danella.com

Authorized Signatory — Thomas Schinske (Printed Name) — FEIN: 59-2453991

Vice President (Title) — 01/17/2023 (Date)

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
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Attachment "G"
Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
Danella Construction Corporation of Florida, Inc

Mailing Address:
581 Washburn Rd, Melbourne, FL 32934

Telephone Number: 321-259-6124 Fax Number: 321-242-0106 E-mail Address:
washburn@danella.com

Thomas Schinske — Thomas Schinske — FEIN: 59-2453991

Authorized Signatory — Printed Name

Vice President — 01/17/2023

Title — Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
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Attachment "H"
Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Thomas Schinske

AFFIANT SIGNATURE

Thomas Schinske

Typed Name of AFFIANT

Vice President

Title

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was executed before me this 17 day of January, 2023, by Thomas Schinske as Vice President of Donella Construction Corp. of FL Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Whitney A. Frizell
NOTARY PUBLIC, State of Florida

Whitney A. Frizell
Notary Public
State of Florida
Comm# HH142380
Expires 6/14/2025

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)
Attachment "I"
Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted by Danella Construction Corporation of Florida, Inc whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2453991 of the individual signing this sworn statement: Thomas Schinske.

My name is Thomas Schinske and my relationship to the above entity is Vice President.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # B-23-05-COC for Fiber Optic Cable, Equip, Mat'ls, Supplies, Installation, & Maint. Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
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C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Thomas Schinske

AUTHORIZED SIGNATURE

Thomas Schinske

Typed Name of AUTHORIZED SIGNATORY

Vice President

Title

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was executed before me this 17 day of January, 2023, by Thomas Schinske as Vice President of Donella Construction Corp of N Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Whitney A. Frizell
Notary Public
State of Florida
Comm# HH142380
Expires 6/14/2025

Whitney A. Frizell

NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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Attachment "J"
Organizational Information

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
✓	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)

State of Incorporation	Florida
Principal Place of Business (Enter Address)	581 Washburn Rd, Melbourne, FL 32934
Federal I.D Number	59-2453991

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
Danella Construction Corporation of Florida, Inc

Mailing Address:
581 Washburn Rd, Melbourne, FL 32934

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		

Telephone Number: 321-259-6124 Fax Number: 321-242-0106 E-mail Address: washburn@danella.com

Authorized Signatory

Thomas Schinske FEIN: 59-2453991

Printed Name

Vice President

Title

01/17/2023

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
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Attachment "K"
Proposed Schedule of Subcontractor Participation

☐ **No Subcontracting (of any kind) will be utilized on this project.**		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable) Federal ID	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract Dollar Value
45-2065063	Coastal Cable Construction 5755 State Rd 11, DeLeon Springs, FL 32130	Directional Drilling	Varies by Job
83-3668335	UDD Central, LLC 13750 W Colonial Dr, Winter Garden, FL 34787	Hand Trenching & Handhole Placement	Varies by Job
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			Varies by Job

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

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	INVITATION TO BID (ITB)	Due Date: 01/17/2023
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Bidder/Contractor Name:
Danella Construction Corporation of Florida, Inc

Mailing Address:
581 Washburn Rd, Melbourne, FL 32934

Telephone Number: 321-259-6124 Fax Number: 321-242-0106 E-mail Address:
washburn@danella.com

Thomas Schinske FEIN: 59-2453991

Authorized Signatory Printed Name

Vice President 01/17/2023

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	**Due Date:** **01/17/2023**
TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		

Attachment "L"

References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name: Old Kings Rd Relocation Construction				
Type of Project/Service: Relocation and rerouting of fiber optic network due to road construction. Designed and built temporary re-route. Install fiber optic cable and splice network to re-establish rings.				
Address: Old Kings Rd and Palm Coast Parkway, Palm Coast, FL				
Contracting Agency/Client: City of Palm Coast				
Contact Name and Phone #: Doug Akins 386-986-4777				
Contact Email Address and Fax #: dakins@palmcoastgov.com				
Contract Amount: $214,147.94	Start Date:	05/20/2020	End Date:	12/21/2021
Project #2:				
Project Name: SCADA Connections at Utility Drive & Data Center				
Type of Project/Service: Splicing Design as well as fiber optic cable installation and splicing - including providing materials				
Address: Utility Drive and throughout the city				
Contracting Agency/Client: City of Palm Coast				
Contact Name and Phone #: Doug Akins 386-986-4777				
Contact Email Address and Fax #: dakins@palmcoastgov.com				
Contract Amount: $30,537.17	Start Date:	02/16/2022	End Date:	03/24/2022
Project #3:				
Project Name: Lincoln Park Conduit Installation				
Type of Project/Service: Furnish & Install duct runs and handholes for fiber build out				
Address: N 10th St (and surrounding areas), Fort Pierce, FL				
Contracting Agency/Client: Fort Pierce Utility Authority				
Contact Name and Phone #: Jason Mittler 772-466-1600 x3309				
Contact Email Address and Fax #: jmittler@fpua.com				
Contract Amount: $225,242.40	Start Date:	05/20/2022	End Date:	10/27/2022

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Project #4:				
Project Name: Hardened Data Center to Wilmette Pump Station				
Type of Project/Service: Furnish and install conduit and handholes and proof partial existing path for fiber installation. Furnish, install and splice fiber optic cable to connect new segment. (Part of work hinged on another contractor finishing their work)				
Address: 490 Wilmette Avenue, Ormond Beach, FL				
Contracting Agency/Client: City of Ormond Beach				
Contact Name and Phone #: George Lavatelli 386-676-3306				
Contact Email Address and Fax #: george.lavatelli@ormondbeach.org				
Contract Amount: $37,788.37	Start Date:	11/16/2021	End Date:	8/16/2022
Project #5:				
Project Name: Riverland Parcel B, Plat 1				
Type of Project/Service: Fiber pulling in conduit installed by others and splicing to connect new fiber to existing Port Saint Lucie network				
Address: SW Sea Jewel Blvd, Port Saint Lucie, FL				
Contracting Agency/Client: Guettler Construction				
Contact Name and Phone #: Rick Rhuda 863-634-8828				
Contact Email Address and Fax #: rick@guettlerconstruction.com				
Contract Amount: $13,735.00	Start Date:	8/18/2022	End Date:	9/14/2022

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*Please note that not all of my references have supplied me with fax numbers. Their phone numbers and email addresses have been provided.

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Attachment "M"

Truth-in-Negotiations Certification

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety- Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Proposer/Contractor Name:
Danella Construction Corporation of Florida, Inc

Mailing Address:
581 Washburn Rd, Melbourne, FL 32934

Telephone Number: 321-259-6124 Fax Number: 321-242-0106 E-mail Address: washburn@danella.com

Authorized Signatory

Thomas Schinske FEIN: 59-2453991
Printed Name

Vice President
Title

01/17/2023
Date

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was executed before me this 17 day of January, 2023, by Thomas Schinske as Vice President of Danella Construction Corp of FL Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Whitney A. Frizell
Notary Public
State of Florida
Comm# HH142380
Expires 6/14/2025

Whitney A. Frizell
NOTARY PUBLIC, State of Florida

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Attachment "O"

Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name:
Danella Construction Corporation of Florida, Inc

Mailing Address:
581 Washburn Rd, Melbourne, FL 32934

Telephone Number: 321-259-6124 Fax Number: 321-242-0106 E-mail Address: washburn@danella.com

Thomas Schinske FEIN: 59-2453991 Authorized

Signatory Printed Name

Vice President 01/17/2023

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
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	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
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Attachment "P"

E-Verify Contractor Affidavit

I hereby certify that Danella Construction Corp. of FL, Inc [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Danella Construction Corp. of FL, Inc [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

T. Thomas Schinske

Print Name: Thomas Schinske

Date: 01/17/2023

STATE OF FLORIDA

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1/17/23 (date) by Thomas Schinske (name of officer or agent, title of officer or agent) of Danella Construction (name of corporation acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Whitney A. Frizell

[Notary Seal] Notary Public

Whitney Frizell

Name typed, printed, or stamped

My Commission Expires: 6/14/25

Whitney A. Frizell
Notary Public
State of Florida
Comm# HH142380
Expires 6/14/2025

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☞Failure to submit this form may be grounds for disqualification of your submittal☜

An official website of the United States government Here's how you know

E-Verify Menu

My Company Account

My Company Profile

Company Information

Company Name
Danella Construction Corporation of Florida, Inc.

Doing Business As (DBA) Name

Company ID
716988

Enrollment Date
Oct 18, 2013

Employer Identification Number (EIN)
592453991

Unique Entity Identifier (UEI)

DUNS Number
131965656

Total Number of Employees
20 to 99

NAICS Code
237

Sector
Construction

Subsector
Heavy and Civil Engineering Construction

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

581 Washburn Road
Melbourne, FL 32934

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

Number of Sites

10

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU





Attachment "Q"

Federally Required Contract Clauses for FEMA Grantees and Subgrantees

1. ***Equal Employment Opportunity***

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with

any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

3. ***Compliance with the Copeland "Anti-Kickback" Act***

   a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
   b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
   c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. **Compliance with the Contract Work Hours and Safety Standards Act**

   (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
   (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
   (3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
   (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by

any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

~~5. Rights to Inventions Made Under a Contract or Agreement~~ **Not Applicable**

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   ii. Meeting contract performance requirements; or
   iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.
   i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
   ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
      1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
      2. Enter into, extend, or renew a contract to procure or obtain any equipment,

system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:
   a. Are *not used* as a substantial or essential component of any system; *and*
   b. Are *not used* as critical technology of any system.
2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of

this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
   i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment* Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Danella Construction Corp. of FL, Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

T Thomas III

Signature of Contractor's Authorized Official

Thomas Schinske, Vice President

Name and Title of Contractor's Authorized Official

01/17/2023

Date

18. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. ~~*Copyright and Data Rights*~~ ***Not applicable***

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

City of Cocoa

LOCAL BUSINESS TAX RECEIPT

65 Stone Street

Cocoa, Florida 32922

(321) 433 - 8501

Receipt Number 23-00000653

10/22-09/23

DANELLA CONSTRUCTION
581 WASHBURN RD
MELBOURNE FL 32934

BASE FEE	ADDITIONAL CHARGE	LATE PENALTY	TOTAL PAID
74.00	0.00	0.00	74.00

NAICS Code: 237
Classification: Heavy and Civil Engineering Construction
Local Business Tax Receipt Number: 23-00000653
Date Issued: September 26, 2022
Expiration Date: September 30, 2023

Location Address:
717 SOUTH INDUSTRY RD
COCOA FL 32926

A penalty will be imposed on any persons failing to post this receipt conspicuously in the place of business or for not renewing by September 30th. This receipt is transferable only under conditions stated in Chapter 12, Cocoa City Code.

This Local Business Tax Receipt does not constitute an endorsement approval or disapproval of the holder's skill or competence or for the compliance or non-compliance of the holder with other laws, regulations or standards.

Please Note: If payment was made by check or credit card and returned to the City of Cocoa for "non-sufficient funds" or payment is refused by your credit card company then your Local Business Tax Receipt is not valid.

Customer Service Feedback Survey: Please take a moment to complete a brief customer service survey regarding your experience with the City of Cocoa Community Development Department.

The online Customer Service Feedback Survey can be found at:

www.cocoafl.org/communityservicescustomersurvey

For any questions concerning this Local Business Tax Receipt, please contact a Permit/License Technician at (321) 433-8501 or 8502.

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
DANELLA CONSTRUCTION CORPORATION OF FL., INC.

Filing Information

Document Number	H24042
FEI/EIN Number	59-2453991
Date Filed	10/09/1984
State	FL
Status	ACTIVE

Principal Address

581 WASHBURN ROAD
MELBOURNE, FL 32934

Changed: 02/23/1990

Mailing Address

581 WASHBURN ROAD
MELBOURNE, FL 32934

Changed: 02/23/1990

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 12/06/2007

Address Changed: 12/06/2007

Officer/Director Detail

Name & Address

Title VP

Schinske, Thomas
581 WASHBURN ROAD
MELBOURNE, FL 32934

Title Secretary

Gurm, Baldev S
2290 Butler Pike
Plymouth Meeting, PA 19462

Title Director, Treasurer

Danella, James D
2290 Butler Pike
Plymouth Meeting, PA 19462

Title President

DALY, DENNIS P
2290 Butler Pike
Plymouth Meeting, PA 19462

Annual Reports

Report Year	Filed Date
2020	05/01/2020
2021	02/08/2021
2022	04/25/2022

Document Images

04/25/2022 -- ANNUAL REPORT	View image in PDF format
02/08/2021 -- ANNUAL REPORT	View image in PDF format
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02/20/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
01/23/2018 -- ANNUAL REPORT	View image in PDF format
02/11/2017 -- ANNUAL REPORT	View image in PDF format
03/07/2016 -- ANNUAL REPORT	View image in PDF format
02/26/2015 -- ANNUAL REPORT	View image in PDF format
03/07/2014 -- ANNUAL REPORT	View image in PDF format
02/26/2013 -- ANNUAL REPORT	View image in PDF format
01/03/2012 -- ANNUAL REPORT	View image in PDF format
02/26/2011 -- ANNUAL REPORT	View image in PDF format
02/23/2010 -- ANNUAL REPORT	View image in PDF format
03/12/2009 -- ANNUAL REPORT	View image in PDF format
03/13/2008 -- ANNUAL REPORT	View image in PDF format
12/06/2007 -- Reg. Agent Change	View image in PDF format
05/01/2007 -- ANNUAL REPORT	View image in PDF format
04/06/2006 -- ANNUAL REPORT	View image in PDF format
03/01/2005 -- ANNUAL REPORT	View image in PDF format
04/27/2004 -- ANNUAL REPORT	View image in PDF format
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02/27/2002 -- ANNUAL REPORT	View image in PDF format
02/03/2001 -- ANNUAL REPORT	View image in PDF format

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03/05/1999 -- ANNUAL REPORT	View image in PDF format
03/13/1998 -- ANNUAL REPORT	View image in PDF format
01/30/1997 -- ANNUAL REPORT	View image in PDF format
02/15/1996 -- ANNUAL REPORT	View image in PDF format
01/20/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SCHINSKE, THOMAS M

DANELLA CONSTRUCTION CORPORATION OF FL INC
581 WASHBURN ROAD
MELBOURNE FL 32934

LICENSE NUMBER: CUC056822

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Danella Construction Corporation of FL., Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

581 Washburn Rd.

6 City, state, and ZIP code

Melbourne, FL 32934

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	2	4	5	3	9	9	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Whitney A. Tyree | **Date** ▶ 5/5/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

TOTARIS-01 ADIJULIO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Simkiss & Block 1041 Old Cassatt Road Berwyn, PA 19312	CONTACT NAME: Peter Bowers PHONE (A/C, No, Ext): (610) 727-5309 FAX (A/C, No): E-MAIL ADDRESS: bowerspeter@simkiss.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : American Contractors Insurance Company Risk Retention Group — 12300
INSURED Danella Companies, Inc. 2290 Butler Pike Plymouth Meeting, PA 19462	INSURER B : ACIG Insurance Company — 19984
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL22A00008	6/1/2022	6/1/2023	EACH OCCURRENCE	$ 10,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 10,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			AL22000001	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA000009622	6/1/2022	6/1/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability $10M Limit policy breakdown:
GL22A00008; Effective 6/1/2022-6/1/2023; Insurer A; $500,000 General Aggregate/$500,000 Each Occurrence
GL22B00008; Effective 6/1/2022-6/1/2023; Insurer A; $1,500,000 General Aggregate/$1,500,000 Each Occurrence Excess of Primary GL
GL22C00008; Effective 6/1/2022-6/1/2023; Insurer A; $8,000,000 General Aggregate/$8,000,000 Each Occurrence Excess of Primary GL

Workers' Compensation Applicable Policies:
WCA000000622; Effective 6/1/2022-6/1/2023; Insurer B; Coverage states - AL, CA, CO, DC, IL, IN, KY, MD, MA, MI, MS, RI, TN, TX, VA; $1M Each Accident/Policy
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Cocoa
Attn: Robert Steele
65 Stone Street
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian C Block

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AGENCY CUSTOMER ID: TOTARIS-01 ADIJULIO

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Simkiss & Block		Danella Companies, Inc. 2290 Butler Pike Plymouth Meeting, PA 19462
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Limit/Each Employee
WCA000005222; Effective 6/1/2022-6/1/2023; Insurer B; Coverage states - CT, DE, FL, GA, NY, NC; $1M Each Accident/Policy Limit/Each Employee

With respect to the acts and negligence of Danella Companies, Inc., et al and Danella Construction Corp. of FL, Inc., City of Cocoa is included as additional insured with respect to the above General Liability policy, as required by written contract.

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Brian Dale

From: Caitlin Caldwell <ccaldwell@danella.com>
Sent: Monday, January 23, 2023 1:00 PM
To: Brian Dale
Cc: Purchasing
Subject: RE: Response to B-23-05-COC
Attachments: Group 2 Response Correction - 1.23.2023.pdf

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Mr. Dale,

Good afternoon! Thank you for the opportunity to clarify/correct. Attached you will find the corrected Group 2 item 200-5-12-24, initialed and dated as requested. This was a simple double tap of the finger when typing the numbers into the spreadsheet and I did not catch the mistake before submitting the proposal.

Please let me know if you need any further information about this or any other part of our bid.

Thank you again,

Caitlin Caldwell
Bid Division Manager

DANELLA 50th Anniversary

Danella Construction Corp. of FL, Inc.
717 S. Industry Road
Cocoa, FL 32926

Direct 321-877-4632
Mobile 321-704-3274
Fax 321-877-4634

Pride in everything we do.

www.danella.com

1/23/2023 CC

Group 2 OSP Construction Conduit		Per	Unit Price
200-5-12-24	Conduit, 2" 10' PVC @ 24", Machine Trench (F&I)	LF	~~$113.35~~ $11.35
200-5-12-36	Conduit, 2" PVC @ 36" Machine Trench (F&I)	LF	$12.10
200-5-13-24	Conduit, 2" PVC @ 24", Hand Trench (F&I)	LF	$11.00
200-5-13-36	Conduit, 2" PVC @ 36", Hand Trench (F&I)	LF	$12.75
200-5-12-ep	Conduit, 2" PVC Additional Pipe In Trench (F&I)	LF	$7.25
200-6-1.25	Innerduct, 1 1/4" Corrugated, Colored (F&I)	LF	$3.45
200-6-41.25	Conduit Plowing 4W1.25" HDPE, Colored (F&I)	LF	$7.95
200-6-23	MaxCell Placement in existing 2" Conduit - 2" - 3 Cell (F&I)	LF	$10.65
200-6-33	MaxCell Placement in existing 3" Conduit - 3" - 3 Cell (F&I)	LF	$11.95
200-6-43	MaxCell Placement in existing 4" Conduit - 4" - 3 Cell (F&I)	LF	$13.10
200-6-00-18	Cable Direct Bury, Hand Dig @ 18" (I Only)	LF	$3.75
200-6-00-30	Cable Direct Bury, Plow @ 30" (I Only)	LF	$4.40
200-6-12-db	Directional Bore, 2" HDPE (F&I)	LF	$14.00
200-6-14-db	Directional Bore, 2" HDPE, Special Conditions (F&I)	LF	$20.00
200-6-15-db	Directional Bore, 4" HDPE (F&I)	LF	$22.00
200-6-16-db	Directional Bore, 4" HDPE, Special Conditions (F&I)	LF	$33.25
200-6-18-db	Directional Bore, 8" Under Waterway <1,000lf (F&I)	LF	$115.00
200-6-12-grs	Conduit, 2" GRS, (F&I)	LF	$73.75
200-6-14-grs	Conduit, 4" GRS, (F&I)	LF	$78.25
200-6-12-grs	Conduit, 2" Fiberglass Bridge Mount (F&I)	LF	$101.50
200-6-14-grs	Conduit, 4" Fiberglass bridge mount (F&I)	LF	$106.50
200-7-TW	Detectable Tracer Wire (F&I)	LF	$0.95
200-7-MT	Detectable Marking Tape (F&I)	LF	$0.55
200-7-JL	Jet Line (F&I)	LF	$0.45
200-7-ROW	ROW Delineator Marker Post Orange 6' (F&I)	EAC H	$75.00
Pull Boxes and Junction Boxes		**Per**	**Unit Price**
202-8-443	Pull Box, Composite 4'x4'x3' W/Lid (F&I)	EAC H	$9,405.00
202-8-444	Pull Box, Composite 4'x4'x4' W/ Lid (F&I)	EAC H	$9,935.00
202-8-232	Pull Box, Composite 24"x36"x24" W/ Lid (F&I)	EAC H	$1,544.25
202-8-233	Pull Box, Composite 24"x36"x36" W/ Lid (F&I)	EAC H	$1,786.50
202-8-121	Pull Box, Composite 17"x30"x12" W/ Lid (F&I)	EAC H	$1,025.00

Average Price of Highlighted Unit Costs in Group $382.95

From: Brian Dale <bdale@cocoafl.gov>
Sent: Friday, January 20, 2023 1:05 PM
To: Caitlin Caldwell <ccaldwell@danella.com>
Cc: Purchasing <Purchasing@cocoafl.org>
Subject: Response to B-23-05-COC

External email: be cautious with links and attachments.

Good afternoon Ms. Caldwell. Thank you for your response to our ITB for the Fiber Installation and Maintenance. You are the apparent low bidder for groups 1-3 of the solicitation. The City of Cocoa would like to move forward and recommend awarding a contract with your company.

However before I issue a notice of intent to award and draft agreement, I'd like you to take a look at the pricing you entered for the first item in group 2. It seems to be an error given the price per linear foot for the next few items. Can you please review and correct the pricing sheet if it's a mistake? In order to correct:

1- Respond to this email with an explanation of the error.
2- Attach a corrected pricing page. You can correct the page by a single line strikethrough of the incorrect amount, write in the correct price, initial and date.

	Group 2 OSP Construction Conduit	Per	Unit Price
200-5-12-24	Conduit, 2" 10' PVC @ 24", Machine Trench (F&I)	LF	$113.35
200-5-12-36	Conduit, 2" PVC @ 36" Machine Trench (F&I)	LF	$12.10
200-5-13-24	Conduit, 2" PVC @ 24", Hand Trench (F&I)	LF	$11.00
200-5-13-36	Conduit, 2" PVC @ 36", Hand Trench (F&I)	LF	$12.75
200-5-12-ep	Conduit, 2" PVC Additional Pipe In Trench (F&I)	LF	$7.25

Thanks,

Brian Dale
Purchasing Manager
65 Stone Street • Cocoa, FL 32922
(321) 433-8833
bdale@cocoafl.gov www.CocoaFL.gov

Serving our community with P.R.I.D.E!

PLEASE NOTE: Florida has a very broad public records law. Most written communications (including contents of emails and email addresses) to or from City of Cocoa officials and employees regarding public business are public records available to the public and media upon request. Your written and e-mail communications may be subject to public disclosure. If you do not want your written and email communications released in response to a public records request, do not send written or email communications to City of Cocoa officials and employees. Instead, contact this office by phone.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number: ITB B-23-05-COC**
	INVITATION TO BID (ITB)	**Due Date: 01/17/2023**
TITLE:	Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance	

RESPONSE COVER PAGE

COMPANY NAME	Morse Communications, Inc.
ADDRESS	395 East Drive Melbourne, FL. 32904
PRIMARY CONTACT	Scott Eller
TELEPHONE #	(321) 259-8469
EMAIL ADDRESS	seller@morsecom.com

SUBMITTAL CHECKLIST

[X]	SUBMITTAL REQUIREMENT / DOCUMENT
x	Original Submittal Package bound with binder clip
x	Cover Letter as per section 1.02
x	Attachment "B" Insurance
x	Attachment "C" Addendum Acknowledgement
x	~~Attachment "D" Bid Security Bond (if required)~~
x	Attachment "E" Bid Price Schedule
x	Attachment "F" Trench Safety (if required)
x	Attachment "G" Certificate of Non-Segregated Facilities
x	Attachment "H" Drug-Free Workplace
x	Attachment "I" Conflict of Interest and Non-Collusion
x	Attachment "J" Organizational Info
x	Attachment "K" Subcontractor Participation
x	Attachment "L" References
x	Attachment "M" Truth-in-Negotiations
x	Attachment "N" Solicitation Label affixed to envelope
x	Attachment "O" Scrutinized Companies
x	Attachment "P" E-Verify Affidavit (including screenshot from website showing active account)
x	Attachment "Q" Federally Required Contract Clauses for FEMA Grantees and Subgrantees
x	Proof of Florida Registration
x	Professional License(s) (if required)
x	W9
x	Proof of Insurance (Sample COI)
x	USB drive with electronic copy of submittal, including excel version of Bid Price Schedule

MORSE COMMUNICATIONS INCORPORATED

888. MORSECO 321.259.8469(V)
321.255.0198(F)
395 East Drive
Melbourne, Florida 32904
www.morsecom.com

Table of Content

A) Cover Letter

B) Attachment "B" Insurance

C) Attachment "C" Addendum Acknowledgement

~~D) Attachment "D" Bid Security Bond~~

E) Attachment "E" Bid Price Schedule

F) Attachment "F" Organizational Info.

G) Attachment "G" Certificate of Non-Segregated Facilities

H) Attachment "H" Drug-Free Workplace

I) Attachment "I" Conflict of Interest and Non-Collusion'

J) Attachment "J" Organizational Info.

K) Attachment "K" Subcontractor Participation

L) Attachment "L" References

M) Attachment "M" Truth-in-Negotiation

N) Attachment "N" Solicitation Label Affixed to Envelope

O) Attachment "O" Scrutinized Companies

P) Attachment "P" E-Verify Affidavit (Screenshot)

Q) Attachment "Q" Federally Required Contract Clause FEMA

R) * Sunbiz Registration

* Contractors License

* W-9

* Certificate of Liability Insurance

S) Exhibit "A"

888. MORSECO 321.259.8469(V)
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395 East Drive
Melbourne, Florida 32904
www.morsecom.com

Cover Letter / Executive Brief:

MorseCom has enjoyed 29 years of service to our customers. We are an integrator; we make solutions work for our clients. Founded on three distinct pillars, MorseCom has provided solutions for structured cabling, security and IT. These three pillars of our organization have allowed us to provide end to end solutions from the desktop to the datacenter and all technology in between. While we have always focused on a positive customer outcome, our business model has evolved over the years. Today we serve customers in 38 states and five countries worldwide. Our enterprise business provides solutions to organizations from 1000 employees up to 15,000 employees, and our Mid-Market business provides solutions to organizations with a single employee up to 999.

Our Portfolio:

Since our beginning we have partnered with best-in-class manufacturers. As technology evolved, our portfolio evolved. We are continuously evaluating technology to ensure we can provide end to end solutions that allow us to be a single solutions provider to our clients. Our portfolio includes the infrastructure that connects our solutions as well as each technology stack to provide services for voice, desktop support, wired and wireless networking, routing, and switching as well as Wide Area Networking connecting large enterprise organizations.

Our Services:

Many of our larger clients have invested in their technical staff to manage the day-to-day operations of their businesses. MorseCom Professional Services have always provided the implementation, project management and delivery of solutions for our clients. Solutions include large infrastructure projects, data center build outs, access control, video solutions and voice and data projects. As an integrator, MorseCom deploys simple or complex solutions leveraging all products in our portfolio. Our organization maintains the highest level of manufacturer certifications and our technical staff makes up 80% of our employee base.

Managed Services:

Mid-market clients are leaning into consuming services as they do their electric bill or water bill. This model is an operational expense and not a capital purchase. The evolution of the MorseCom cloud has allowed this market segment to enjoy the same technology to positively impact their business as the enterprise market without the large capital outlay. Over the past 8 years, MorseCom has stood up three datacenters in North America to provide enterprise solutions to the mid-market client. We support these clients with our 24/7 network operations center and provide services such as access control, desktop support, wireless access, network segmentation, hosted voice as well as provide services for email, backup, security, spam and phishing.

Wholesale:

MorseCom has expanded through organic growth and acquisition. Our most recent acquisition included Akabis, a wholesale provider of hosted PBX and SIP services. Akabis, a wholely owned subsidiary of MorseCom, provides

888. MORSECO 321.259.8469(V)
321.255.0198(F)
395 East Drive
Melbourne, Florida 32904
www.morsecom.com

wholesale services in a monthly recurring revenue model to organizations in North America. Akabis owns a class V soft switch and provides end to end wholesale solutions to include taxation and billing for our wholesale partners.

Business Model:

Our evolution has provided MorseCom a path to effectively create a recurring revenue model through the delivery of managed services. We have created an environment through solutions offering to provide a balance of both a CapX and OpX revenue stream providing a healthy balance sheet and a strong projection of growth over the next several years.

Current MorseCom Offerings:

Manufactures -

- Ruckus Networks... https://www.commscope.com/ruckus/
- HPE, Servers - Data Storage – Networking... https://www. HYPERLINK "https://www.hpe.com/us" HYPERLINK "https://www.hpe.com/us" HYPERLINK "https://www.hpe.com/us"hpe.com/us
- Trend Micro - Enterprise Security and Cybersecurity Solutions... https://www.trendmicro.com/en_us/business.html
- Sumo Logic – SEIM https://www. HYPERLINK "https://www.sumologic.com/" HYPERLINK "https://www.sumologic.com/" HYPERLINK "https://www.sumologic.com/"sumologic. HYPERLINK "https://www.sumologic.com/" HYPERLINK "https://www.sumologic.com/" HYPERLINK "https://www.sumologic.com/"com
- Juniper Networks - Routers, Switches, Management, Security, and software-defined networking technology... https://www.juniper.net/us/en/
- Cradlepoint: The power of LTE and 5G to wirelessly connect fixed and temporary sites, vehicles, field forces, and IoT devices, anywhere: https://cradlepoint.com/
- NVT Phybridge: Leader in long reach PoE (Power over Ethernet)... https://www.nvtphybridge.com/
- Mitel: Business Phone Systems, VoIP, Collaboration Tools ... https://www.mitel.com/
- Alcatel-Lucent Enterprise (Cloud, network, and communications solutions): https://www.al-enterprise.com/en
- ICON Signals, (Monitoring & Notification Solution): http://www.iconcloud.com/icon-signals-monitoring-notification-solution/
- Data Storage
- EMC - https://www.emcins.com/
- Nimble - https://www.nimble.com/
- A10 Networks (Secure Cloud Application Services and Delivery) - https://www.a10networks.com/
- VMWare (Cloud infrastructure & Digital Workspace Technology) -
- Veeam – (Backup and Recovery - Veeam Backup & Replication) - https://www.veeam.com/
- XMedius (Secure File Exchange and Communications Solutions) - https://www.xmedius.com/en/
- Watchguard - https://www.watchguard.com
- Yealink - https://www.yealink.com/
- SolarWinds – IT Management: https://www.solarwinds.com
- Metaswitch - https://www.metaswitch.com/
- Microsoft - https://www.m HYPERLINK "https://www.metaswitch.com/" HYPERLINK "https://www.metaswitch.com/" HYPERLINK "https://www.metaswitch.com/"icrosoft.com

888. MORSECO 321.259.8469(V)
321.255.0198(F)
395 East Drive
Melbourne, Florida 32904
www.morsecom.com

MorseCom – Our Services.....

Technology -

- Microsoft MSP
- Unified Communication - https://www.morsecom.com/services/tech-detail/unified-communication
- Desktop Support - https://www.morsecom.com/services/tech-detail/desktop-support
- Cloud Services - https://www.morsecom.com/services/tech-detail/cloud-services
- Data Architecture - https://www.morsecom.com/services/tech-detail/data-architecture
- Offsite Disaster Recovery - Data storage
- Offsite Disaster Recovery - Voice services (SIP for Survivability)

Security –

- Access Control - https://www.morsecom.com/services/sec-detail/access-control
- Intrusion Systems - https://www.morsecom.com/services/sec-detail/intrusion-systems
- Security Monitoring - https://www.morsecom.com/services/sec-detail/security-monitoring
- Video Surveillance - https://www.morsecom.com/services/sec-detail/video-surveillance

Structured Cabling –

- Data Center - https://www.morsecom.com/services/sc-detail/data-center
- Fiber Optic Cabling - https://www.morsecom.com/services/sc-detail/fiber-optic-cabling
- Coax Cabling - https://www.morsecom.com/services/sc-detail/coax-cabling
- Cabling Services - https://www.morsecom.com/services/sc-detail/cabling-services

Primary Contact:

Scott Eller, Sales Team Member

seller@morsecom.com

Phone: 321.259.8469

Fax: 321.255.0198

Attachment "B"
Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 STONE STREET, COCOA, FLORIDA 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE:	Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance	

Annette Costello
AFFIANT SIGNATURE

Annette Costello
Typed Name of AFFIANT

President
Title

The foregoing instrument was executed before me this 6th day of January, 2023, by Annette Costello as President of Morse Communication, LLC who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC Annabel Sanz Campainha
STATE OF Florida
MY COMMISSION EXPIRES: 1.25.2026

ANNABEL SANZ CAMPAINHA
Notary Public - State of Florida
Commission # HH 220400
My Comm. Expires Jan 25, 2026
Bonded through National Notary Assn.

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
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Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. 1 Dated: 12/28/2022

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: Morse Communications, Inc.

Mailing Address: 395 East Drive Melbourne, FL. 32904

Telephone Number: (321) 259-8469 Fax Number: (321) 255-0198 E-mail Address:

Annette Costello — Annette Costello — FEIN: 59-354-2194

Authorized Signatory — Printed Name

President — 1/6/2023

Title — Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

December 28, 2022

Addendum 1
To the Contract Documents and Specifications:
ITB# B-23-05-COC

Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

A. This addendum includes and addresses the following questions:

1. Page 20, 4.02 DAMAGES *Areas adjacent to the construction site, which are damaged, shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City.* Can you confirm that this is referring to areas that were damaged by the contractor during the time the contractor was working at the construction site? And that the contract will not be held liable for any damages that were pre-existing to the contractor starting work? Can you provide similar clarifications for 4.07 as well? These sections intend to address damages caused by the contractor. The contractor will be responsible for damages during construction. For any pre-existing damages found on site prior to commencement of work, the contractor shall document and notify the City.
2. Page 25, 4.19 INVOICES/APPLICATION FOR PAYMENT. Can you advise if only hard copy, mailed invoices/applications for payment will be accepted or will we be able to submit invoices via email? Invoices may also be emailed to accountspayable@cocoafl.org.
3. Page 27, 4.29 PERMITS, LICENSES AND FEES. Please confirm that this is related to the contractor as a company and not for task order specific projects. Example: Contractor needs a contractor's license to perform work and that financial responsibility is the contractor's. The City of Cocoa will pay any engineering and permit fees for a directional bore under a railroad or FDOT highway. Contractor is required to obtain and pay for any permits required as specified in the task order scope of work. City issued permit fees will be waived.
4. Page 27, 4.29 SUB-CONTRACTORS. If new sub-contractor's are brought on board after the bid is closed and awarded, what will be required to utilize them on project specific work? Prior approval from the Project Manager.
5. Page 31, 4.47 BIDDER'S SPECIFICATIONS AND NOT BIDDING. Please clarify item B: *Where more than one (1) item is listed, any items not bid upon shall be indicated as "NO BID".* Please write in "No Bid" next to any line items in the Price Schedule where you are not bidding.

6. Page 34, 4.59 INSURANCE REQUIREMENT states that the successful bidder will provide original Certificates of Insurance within 5 regular business days of the NOI to award. However, page 20, 4.01 states that the successful bidder will have 10 days. Can you confirm which is correct? Ten (10) days will be acceptable.
7. Page 74, Exhibit A – Emergency Services. Early in the bid package (page 8), it is stated that the City may require a 2 hour call out response. Page 74 discusses a more specific set of emergency response requirements. Can you confirm that page 74 takes precedence over page 8? Page 74 takes precedence.
8. Page 74, Exhibit A – last paragraph. Please advise on which document we are to include the information about equipment yards, stocking levels, employee proximity to City, overtime labor rates, etc. That would need to be included in your bid response narrative.
9. Page 80-81, Exhibit A – 100-6 Cable Installer & 100-7 Duct Installer – Can you elaborate on why these two hourly rate positions require a Class B CDL? There are many types and combinations of vehicles and equipment that would satisfy the work expected from these two roles that do not require a CDL. Class B CDL requirement will be removed from the requirements.
10. Page 97, Exhibit A – 201-11.2 & 201-11.3 – This reads as two separate line items, however, on the Bid Pricing Schedule there is only one line item for OTDR Testing. Can you advise if the Pricing Schedule line item 201-8-B will be used for both the pre-installation tests and the post installation tests? If not, please advise how we should proceed with pricing these items. Line 201-8-B pricing will be used for both pre and post installation OTDR testing.
11. Can Group 3 ISP (Interior Fiber Cabling) fiber requirements be moved to Group 4 (Interior Cabling) to better serve the customer? No, we wish to keep fiber and copper in separate groups.

B. All other Bidding/Contract Documents and Specifications remain unchanged.

Should there be additional questions or clarification needed please contact the Purchasing and Contracts Division at purchasing@cocoafl.org.

Brian Dale
Purchasing Manger
City of Cocoa

Attachment "D" Not Used
Bid Security Bond

~~BOND NO:~~ _____

~~**(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)**~~

~~KNOW ALL MEN BY THESE PRESENTS: That the undersigned~~ _____

_____

~~as Principal, and,~~ _____

~~as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.~~

~~THE CONDITION OF THIS OBLIGATION is such that if Principal:~~

1. ~~Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa _____ titled _____ for a period of (180) calendar days after the date on which the bids are opened; and~~
2. ~~Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.~~

~~Signed this _____ day of _____, _____~~

~~THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.~~

~~Contractor Name: _____ (Affix Contractor's Corporate Seal Above)~~

~~Mailing Address: _____~~

~~Telephone Number: _____ Fax Number: _____ E-mail Address: _____~~

~~Authorized Signatory _____ Printed Name _____ Title _____ Date~~

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TITLE:	Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance	

~~STATE OF _____~~

~~COUNTY OF _____~~

~~BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF _____, TO REPRESENT _____ OF _____,~~

~~A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF _____ (THE "SURETY").~~

~~SAID _____ FURTHER CERTIFIES THAT AS AGENT FOR THE SAID _____ THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "F" BID PRICE SCHEDULE, ON BEHALF OF _____, TO THE CITY OF COCOA COVERING _____ titled _____ IN COCOA, FLORIDA.~~

~~NOTARY PUBLIC _____~~

~~STATE OF _____~~

~~MY COMMISSION EXPIRES: _____~~

~~Surety Name: _____ (Affix Surety's Corporate Seal Above)~~

~~Attorney in Fact for Signature~~	~~Printed Name of Attorney in Fact~~	~~Florida Licensed Agent Signature~~	~~Printed Name of Licensed Agent~~	~~License Surety Number~~

~~Surety Mailing Address: _____~~ ~~Agent Mailing Address: _____~~

~~Telephone Number: _____~~ ~~Telephone Number: _____~~

~~Fax Number: _____~~ ~~Fax Number: _____~~

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~

~~Failure to submit this form may be grounds for disqualification of your submittal~~

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
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Attachment "E"
Bid Price Schedule and Acceptance of Terms and Conditions

EXCEL FILE INCLUDED

Complete the ITB Price Schedule MS Excel file attached to this solicitation announcement. Bidders are not required to bid on all groups but are required to bid on all items within each group they choose to bid on. Print out all worksheets in the excel file and include along with this Attachment.

Will your company extend these prices to other governmental agencies in the State of Florida? Yes__ No_x_

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Bidder/Contractor Name: Morse Communications, Inc.

Mailing Address: 395 East Drive Melbourne, FL. 32904

Telephone Number: (321) 259-8469 E-mail Address: seller@morsecom.com

Annette Costello
Authorized Signatory

Annette Costello
Printed Name

FEIN: 59-354 2194

President
Title

1/6/2023
Date

STATE OF Florida COUNTY OF Brevard

The foregoing instrument was executed before me this 6 day of January, 2023 by Annette Costello as President of Morse Communication LLC, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Annabel Sanz Campanha
NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Group 1 System Design & Engineering Labor		Per	Unit Price
100-3-101	BICSI Reg Comm Dist Design Services	HR	$150.00
100-4-102	CADD Operator	HR	$125.00
100-5-103a	Comm Cable-Electronics Technician (Travel / Standby)	HR	$130.00
100-5-103b	Comm Cable-Electronics Technician (Onsite)	HR	$65.00
100-6-104a	Communication Cable Installer (Travel / Standby)	HR	$100.00
100-6-104b	Communication Cable Installer (Onsite)	HR	$50.00
100-7-105a	Communication Duct Installer (Travel / Standby)	HR	$100.00
100-7-105b	Communication Duct Installer (Onsite)	HR	$50.00

Average Price of Highlighted Unit Costs in Group $121.00

Group 2 OSP Construction Conduit		Per	Unit Price
200-5-12-24	Conduit, 2" 10' PVC @ 24", Machine Trench (F&I)	LF	No Bid
200-5-12-36	Conduit, 2" PVC @ 36" Machine Trench (F&I)	LF	No Bid
200-5-13-24	Conduit, 2" PVC @ 24", Hand Trench (F&I)	LF	No Bid
200-5-13-36	Conduit, 2" PVC @ 36", Hand Trench (F&I)	LF	No Bid
200-5-12-ep	Conduit, 2" PVC Additional Pipe In Trench (F&I)	LF	No Bid
200-6-1.25	Innerduct, 1 1/4" Corrugated, Colored (F&I)	LF	No Bid
200-6-41.25	Conduit Plowing 4W1.25" HDPE, Colored (F&I)	LF	No Bid
200-6-23	MaxCell Placement in existing 2" Conduit - 2" - 3 Cell (F&I)	LF	No Bid
200-6-33	MaxCell Placement in existing 3" Conduit - 3" - 3 Cell (F&I)	LF	No Bid
200-6-43	MaxCell Placement in existing 4" Conduit - 4" - 3 Cell (F&I)	LF	No Bid
200-6-00-18	Cable Direct Bury, Hand Dig @ 18" (I Only)	LF	No Bid
200-6-00-30	Cable Direct Bury, Plow @ 30" (I Only)	LF	No Bid
200-6-12-db	Directional Bore, 2" HDPE (F&I)	LF	No Bid
200-6-14-db	Directional Bore, 2" HDPE, Special Conditions (F&I)	LF	No Bid
200-6-15-db	Directional Bore, 4" HDPE (F&I)	LF	No Bid
200-6-16-db	Directional Bore, 4" HDPE, Special Conditions (F&I)	LF	No Bid
200-6-18-db	Directional Bore, 8" Under Waterway <1,000lf (F&I)	LF	No Bid
200-6-12-grs	Conduit, 2" GRS, (F&I)	LF	No Bid
200-6-14-grs	Conduit, 4" GRS, (F&I)	LF	No Bid
200-6-12-grs	Conduit, 2" Fiberglass Bridge Mount (F&I)	LF	No Bid
200-6-14-grs	Conduit, 4" Fiberglass bridge mount (F&I)	LF	No Bid
200-7-TW	Detectable Tracer Wire (F&I)	LF	No Bid
200-7-MT	Detectable Marking Tape (F&I)	LF	No Bid
200-7-JL	Jet Line (F&I)	LF	No Bid
200-7-ROW	ROW Delineator Marker Post Orange 6' (F&I)	EACH	No Bid
Pull Boxes and Junction Boxes		**Per**	**Unit Price**
202-8-443	Pull Box, Composite 4'x4'x3' W/Lid (F&I)	EACH	No Bid
202-8-444	Pull Box, Composite 4'x4'x4' W/ Lid (F&I)	EACH	No Bid
202-8-232	Pull Box, Composite 24"x36"x24" W/ Lid (F&I)	EACH	No Bid
202-8-233	Pull Box, Composite 24"x36"x36" W/ Lid (F&I)	EACH	No Bid
202-8-121	Pull Box, Composite 17"x30"x12" W/ Lid (F&I)	EACH	No Bid

Average Price of Highlighted Unit Costs in Group $0.00

Group 3 Fiber Optic Cable - OSP		Per	Unit Price
201-4-111-12	FO Cable 12F, SM, LT, Aerial (F&I)	LF	No Bid
201-4-111-24	FO Cable 24F, SM, LT, Aerial (F&I)	LF	No Bid
201-4-111-48	FO Cable 48F, SM, LT, Aerial (F&I)	LF	No Bid
201-4-111-72	FO Cable 72, SM, LT, Aerial (F&I)	LF	No Bid
201-4-111-96	FO Cable 96F, SM, LT, Aerial (F&I)	LF	No Bid
201-4-111-144	FO Cable 144F, SM, LT, Aerial (F&I)	LF	No Bid
201-4-112-12	FO Cable 12F, SM, ADSS, Aerial (F&I)	LF	No Bid
201-4-112-24	FO Cable 24F, SM, ADSS, Aerial (F&I)	LF	No Bid
201-4-112-48	FO Cable 48F, SM, ADSS, Aerial (F&I)	LF	No Bid
201-4-112-72	FO Cable 72F, SM, ADSS, Aerial (F&I)	LF	No Bid
201-4-112-96	FO Cable 96F, SM, ADSS, Aerial (F&I)	LF	No Bid
201-4-112-144	FO Cable 144F, SM, ADSS, Aerial (F&I)	LF	No Bid
201-4-113-12	FO Cable 12F, SM, LT, UG (F&I)	LF	No Bid
201-4-113-24	FO Cable 24F, SM, LT, UG (F&I)	LF	No Bid
201-4-113-48	FO Cable 48F, SM, LT, UG (F&I)	LF	No Bid
201-4-113-72	FO Cable 72, SM, LT, UG (F&I)	LF	No Bid
201-4-113-96	FO Cable 96F, SM, LT, UG (F&I)	LF	No Bid
201-4-113-144	FO Cable 144F, SM, LT, UG (F&I)	LF	No Bid
201-4-114-12	FO Cable 12F, SM, LT, SJ, SA, DBP (F&I)	LF	No Bid
201-4-114-24	FO Cable 24F, SM, LT, SJ, SA, DBP (F&I)	LF	No Bid
201-4-114-48	FO Cable 48F, SM, LT, SJ, SA, DBP (F&I)	LF	No Bid
201-4-114-72	FO Cable 72F, SM, LT, SJ, SA, DBP (F&I)	LF	No Bid
201-4-114-96	FO Cable 96F, SM, LT, SJ, SA, DBP (F&I)	LF	No Bid
201-4-114-144	FO Cable 144F, SM, LT, SJ, SA, DBP (F&I)	LF	No Bid
201-4-115-12	FO Cable 12F, SM, LT, SJ, SA, DBT (F&I)	LF	No Bid
201-4-115-24	FO Cable 24F, SM, LT, SJ, SA, DBT (F&I)	LF	No Bid
201-4-115-48	FO Cable 48F, SM, LT, SJ, SA, DBT (F&I)	LF	No Bid
201-4-115-72	FO Cable 72F, SM, LT, SJ, SA, DBT (F&I)	LF	No Bid
201-4-115-96	FO Cable 96F, SM, LT, SJ, SA, DBT (F&I)	LF	No Bid
201-4-115-144	FO Cable 144F, SM, LT, SJ, SA, DBT (F&I)	LF	No Bid
201-4-117-06	FO Cable 6F, SM, Drop Cable (F&I)	LF	No Bid
201-4-117-12	FO Cable 12F, SM, Drop Cable (F&I)	LF	No Bid
201-4-123-12	FO Cable 12F, MM, LT, UG (F&I)	LF	No Bid
201-4-123-24	FO Cable 24F, MM, LT, UG (F&I)	LF	No Bid
201-4-123-48	FO Cable 48F, MM, LT, UG (F&I)	LF	No Bid
201-4-123-72	FO Cable 72F, MM, LT, UG (F&I)	LF	No Bid
201-4-123-96	FO Cable 96F, MM, LT, UG (F&I)	LF	No Bid
201-4-123-144	FO Cable 144F, MM, LT, UG (F&I)	LF	No Bid
Fiber Optic Cable - ISP		**Per**	**Unit Price**
201-4-115-12	FO Cable 12F, SM, Riser (F&I)	LF	No Bid
201-4-115-24	FO Cable 24F, SM, Riser (F&I)	LF	No Bid
201-4-115-48	FO Cable 48F, SM, Riser (F&I)	LF	No Bid

Group 3			
Fiber Optic Cable - OSP		**Per**	**Unit Price**
201-4-115-72	FO Cable 72F, SM, Riser (F&I)	LF	No Bid
201-4-115-96	FO Cable 96F, SM, Riser (F&I)	LF	No Bid
201-4-115-144	FO Cable 144F, SM, Riser (F&I)	LF	No Bid
201-4-116-12	FO Cable 12F, SM, Plenum (F&I)	LF	No Bid
201-4-116-24	FO Cable 24F, SM, Plenum (F&I)	LF	No Bid
201-4-116-48	FO Cable 48F, SM, Plenum (F&I)	LF	No Bid
201-4-116-72	FO Cable 72, SM, Plenum (F&I)	LF	No Bid
201-4-116-96	FO Cable 96F, SM, Plenum (F&I)	LF	No Bid
201-4-116-144	FO Cable 144F, SM, Plenum (F&I)	LF	No Bid
201-4-125-12	FO Cable 12F, MM, Riser (F&I)	LF	No Bid
201-4-125-24	FO Cable 24F, MM, Riser (F&I)	LF	No Bid
201-4-125-48	FO Cable 48F, MM, Riser (F&I)	LF	No Bid
201-4-125-72	FO Cable 72F, MM, Riser (F&I)	LF	No Bid
201-4-125-96	FO Cable 96F, MM, Riser (F&I)	LF	No Bid
201-4-125-144	FO Cable 144F, MM, Riser (F&I)	LF	No Bid
201-4-126-12	FO Cable 12F, MM, Plenum (F&I)	LF	No Bid
201-4-126-24	FO Cable 24F, MM, Plenum (F&I)	LF	No Bid
201-4-126-48	FO Cable 48F, MM, Plenum (F&I)	LF	No Bid
201-4-126-72	FO Cable 72F, MM, Plenum (F&I)	LF	No Bid
201-4-126-96	FO Cable 96F, MM, Plenum (F&I)	LF	No Bid
201-4-126-144	FO Cable 144F, MM, Plenum (F&I)	LF	No Bid
Fiber Optic Cable - Preterm Drops		**Per**	**Unit Price**
201-7-151-6PT	FO Cable 6F, SM, Preterm ST, 150' W/Housing (F&I)	EACH	No Bid
201-7-151-12PT	FO Cable 12F, SM, Preterm ST, 150' W/Housing (F&I)	EACH	No Bid
201-7-152-6PT	FO Cable 6F, SM, Preterm ST, 150' W/Coupler (F&I)	EACH	No Bid
201-7-152-12PT	FO Cable 12F, SM, Preterm ST, 150' W/Coupler (F&I)	EACH	No Bid
Fiber Optic Splicing Terminations - ISP		**Per**	**Unit Price**
201-8-12A	FO Splice-Term. Cabinet, 12F, Wall/Rack (F&I)	EACH	No Bid
201-8-12B	FO Splice-Term. Cabinet, 12F, Wall/Rack (F only)	EACH	No Bid
201-8-24A	FO Splice-Term. Cabinet, 24F Wall/Rack (F&I)	EACH	No Bid
201-8-24B	FO Splice-Term. Cabinet, 24F Wall/Rack (F only)	EACH	No Bid
201-8-48A	FO Splice-Term. Cabinet, 48F Wall/Rack (F&I)	EACH	No Bid
201-8-48B	FO Splice-Term. Cabinet, 48F Wall/Rack (F only)	EACH	No Bid
201-8-72A	FO Term. Housing, 72F Wall/Rack (F&I)	EACH	No Bid
201-8-72B	FO Term. Housing, 72F Wall/Rack (F only)	EACH	No Bid
201-8-96A	FO Term. Housing, 96F Wall/Rack (F&I)	EACH	No Bid
201-8-96B	FO Term. Housing, 96F Wall/Rack (F only)	EACH	No Bid
201-8-128A	FO Splice Housing 48-144F (F&I)	EACH	No Bid
683-8-128B	FO Splice Housing 48-144F (F only)	EACH	No Bid
201-8-172A	FO Term. Housing, 72F Wall/Rack (F&I)	EACH	No Bid
201-8-172B	FO Term. Housing, 72F Wall/Rack (F only)	EACH	No Bid
201-8-196A	FO Ter. Housing, 96F Wall/Rack (F&I)	EACH	No Bid

Group 3 Fiber Optic Cable - OSP		Per	Unit Price
201-8-196B	FO Ter. Housing, 96F Wall/Rack (F only)	EACH	No Bid
201-8-BF-06A	FO Cable Prep, Fanout Kit, Buffer 6F (F&I)	EACH	No Bid
201-8-BF-06B	FO Cable Prep, Fanout Kit, Buffer 6F (F only)	EACH	No Bid
201-8-BF-12A	FO Cable Prep, Fanout Kit, Buffer 12F (F&I)	EACH	No Bid
201-8-BF-12B	FO Cable Prep, Fanout Kit, Buffer 12F (F only)	EACH	No Bid
201-8-SF-12A	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F&I)	EACH	No Bid
201-8-SF-12B	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F only)	EACH	No Bid
201-8-912-STA	FO Connector, ST, MM, Unicam (F&I)	EACH	No Bid
201-8-912-STB	FO Connector, ST, MM, Unicam (F only)	EACH	No Bid
201-8-913-STA	FO Connector, ST, SM, Unicam (F&I)	EACH	No Bid
201-8-913-STB	FO Connector, ST, SM, Unicam (F only)	EACH	No Bid
201-8-913-SCA	FO Connector, SC, SM, Unicam (F&I)	EACH	No Bid
201-8-913-SCB	FO Connector, SC, SM, Unicam (F only)	EACH	No Bid
201-8-9-A	FO Jumper, Duplex ST-ST, SM, 10' (F Only)	EACH	No Bid
201-8-9-B	FO Jumper, Duplex ST-SC, SM, 10' (F Only)	EACH	No Bid
201-8-9-D	FO Jumper, Duplex ST-LC, SM, 10' (F Only)	EACH	No Bid
201-8-9-E	FO Jumper, Duplex ST-FC, SM, 10' (F Only)	EACH	No Bid
201-8-9-F	FO Jumper, Duplex SC-SC, SM, 10' (F Only)	EACH	No Bid
201-8-9-G	FO Jumper, Duplex SC-LC, SM, 10' (F Only)	EACH	No Bid
201-8-9-H	FO Jumper, Duplex ST-ST, MM, 10' (F Only)	EACH	No Bid
201-8-9-J	FO Jumper, Duplex SC-SC, MM, 10' (F Only)	EACH	No Bid
Fiber Optic Splicing Terminations - OSP		**Per**	**Unit Price**
201-8-12A	FO Splice Closure 12F, Aerial/UG (F&I)	EACH	No Bid
201-8-12B	FO Splice Closure 12F, Aerial/UG (F only)	EACH	No Bid
201-8-24A	FO Splice Closure 24F, Aerial/UG (F&I)	EACH	No Bid
201-8-24B	FO Splice Closure 24F, Aerial/UG (F only)	EACH	No Bid
201-8-48A	FO Splice Closure 48F, Aerial/UG (F&I)	EACH	No Bid
201-8-48B	FO Splice Closure 48F, Aerial/UG (F only)	EACH	No Bid
201-8-72A	FO Splice Closure 72F, Aerial/UG (F&I)	EACH	No Bid
201-8-72B	FO Splice Closure 72F, Aerial/UG (F only)	EACH	No Bid
201-8-96A	FO Splice Closure 96F, Aerial/UG (F&I)	EACH	No Bid
201-8-96B	FO Splice Closure 96F, Aerial/UG (F only)	EACH	No Bid
201-8-144A	FO Splice Closure 144F, Aerial/UG (F&I)	EACH	No Bid
207-8-144B	FO Splice Closure 144F, Aerial/UG (F only)	EACH	No Bid
201-8-RE	FO Closure Reentry Kit, Cable Prep (F&I)	EACH	No Bid
201-8-ST-12A	Splice Tray, Fusion Heatshrink, 12F, 12" (F&I)	EACH	No Bid
201-8-ST-12B	Splice Tray, Fusion Heatshrink, 12F, 12" (F only)	EACH	No Bid
201-8-ST-24A	Splice Tray, Fusion Heatshrink, 24F, 12" (F&I)	EACH	No Bid
201-8-ST-24B	Splice Tray, Fusion Heatshrink, 24F, 12" (F only)	EACH	No Bid
201-8-A	Fusion Splice Heat Shrink <.1db OSP Includes pigtail as needed (F&I)	EACH	No Bid
201-8-B	OTDR Test Any Wavelength Bare Fiber FOSC (I only)	EACH	No Bid
OSP Construction - Aerial		**Per**	**Unit Price**

Group 3			
Fiber Optic Cable - OSP		**Per**	**Unit Price**
201-10-1A	Messenger Cable 1/4" (F&I)	LF	No Bid
201-10-20	Remove Messenger Cable 1/4" (I Only)	LF	No Bid
201-10-B	Pole Attach Loose Tube W/J-Hook Concrete (F&I)	EACH	No Bid
201-10-C	Pole Attach Loose Tube W/J-Hook Wood (F&I)	EACH	No Bid
201-10-D	Place Pole Riser 2" GRS (F&I)	LF	No Bid
201-10-E	Place Riser U-Guard To 20' (F&I)	LF	No Bid
201-10-F	Place 2" Riser Sealing Bushing 1-3 Hole (F&I)	EACH	No Bid
201-10-G	Place 2" Riser Heatshrink (F&I)	EACH	No Bid
201-10-600	Down Guy, 1/4", 6' Anchor (F&I)	EACH	No Bid
OSP Construction - UG		**Per**	**Unit Price**
201-11-100A	Cat 5E Plenum UTP (avg 150) (F&I)	LF	No Bid
201-11-100B	Cat 5E Plenum UTP (avg 150) (F only)	LF	No Bid
201-11-101A	Cat 5E PVC UTP (avg 150) (F&I)	LF	No Bid
201-11-101B	Cat 5E PVC UTP (avg 150) (F only)	LF	No Bid
Communication Cabinets - OSP		**Per**	**Unit Price**
203-110-336	Cabinet, 35"x24"x22" W/ Conc Base (F&I)	EACH	No Bid
203-110-334	Cabinet, 51.25"x20"x18" W/ Conc Base (F&I)	EACH	No Bid
203-110-60	Cabinet, 37"x20"x17" W/ Conc Base (F&I)	EACH	No Bid
203-130-1	Nema, 3R 19.7"x19.7"x7.9" (F&I)	EACH	No Bid
203-130-2	Nema, 3R 23.6"x23.6"x7.9" (F&I)	EACH	No Bid
203-110-6-1	FO Splice Housing Industrial Nema 3S (F&I)	EACH	No Bid
203-110-6-2	FO Splice Housing Environmental (F&I)	EACH	No Bid
203-110-6-3	FO Splice Housing Cross Connect (F&I)	EACH	No Bid
203-336-1	Device Cabinet Type 336 46"x 24" x 24" (F&I)	EACH	No Bid
203-332-2	Device Cabinet Type 332 66"x 24" x 30" (F&I)	EACH	No Bid
203-336S-3	Device Cabinet Type 336S 48"x 24" x 24" (F&I)	EACH	No Bid
203-335-4	Detector Cabinet Type VI 104" x 108" x 77" (F&I)	EACH	No Bid

Combined Pricing of all Highlighted Unit Costs in Group $0.00

Group 4 Multi-Pair Cables - ISP / OSP		Per	Unit Price
201-15-101A	Cat 6 Plenum Enhanced (avg 150) (F&I)	LF	$205.56
201-15-101B	Cat 6 Plenum Enhanced (avg 150) (F only)	LF	$80.46
201-15-102A	Cat 6 PVC Enhanced (avg 150) (F&I)	LF	$175.61
201-15-102B	Cat 6 PVC Enhanced (avg 150) (F only)	LF	$50.61
201-15-100	Cat 5E 25 Pair PVC Plenum (F&I)	LF	$9.82
201-15-101	Cat 5E 25 Pair PVC Riser (F&I)	LF	$3.08
201-15-102	Cat 5E 25 Pair PE 89 OSP (F&I)	LF	$5.00
201-15-110	Face Plate 1 Gang Surface Or Flush (F&I)	EACH	$9.00
201-15-111	Face Plate 2 Gang Surface Or Flush (F&I)	EACH	$9.00
201-15-120	Cat 6 Jacks RJ45 568A/B 1 Port Data (F&I)	EACH	$13.77
201-15-121	Cat 6 Jacks RJ45 568A/B 2 Port Data/Voice (F&I)	EACH	$27.54
201-15-130	Cat 6 Patch Panel Wall Mount 24 Port (F&I)	EACH	$425.00
201-15-131	Cat 6 Patch Panel Rack Mount 48 Port (F&I)	EACH	$512.72
201-15-132	Cat 6 Patch Panel Rack [illegible] (F&I)	EACH	$826.00
201-15-140	Wire Management Pan[illegible] (F&I)	EACH	$118.75
201-15-141	Wire Management Panel 19"x5.25" (F&I)	EACH	$175.65
201-15-100-1	Cat 6 Patch Cords RJ45 6' Standard (F&I)	EACH	$15.61
201-15-110-1	Cat 5E Punch Block 110 25 Pair (F&I)	EACH	$75.00
201-15-111-1	Cat 5E Punch Block 66 25 Pair (F&I)	EACH	$32.50
201-15-100-2	Cat 6 CU Drop Certification Test (F&I)	EACH	$25.00
201-15-hdw-br	Cable Support Brackets, Bridle Rings (F&I)	EACH	$12.50
201-15-hdw-sp	Cable Raceway, Surface Mount Per Drop (F&I)	EACH	$50.00
201-15-12	Conduit, EMT 2" W/ All Fittings (F&I)	LF	$25.71
201-15-13	Conduit, EMT Fire Sleeve 2" (F&I)	EACH	$114.97
201-15-14	Conduit, EMT Fire Sleeve 4" (F&I)	EACH	$204.93
201-15-ST-12	Cable Tray 12" Ladder Alum Black (F&I)	LF	$23.30
201-15-ST-hdw	Cable Tray, 12", Misc. Hardware (F&I)	LF	$10.00
201-15-ST-12-1	EIA Rack Wall Mt Hinged 19"x36" (F&I) (Bldg Entry)	EACH	$522.46
201-15-ST-12-2	EIA Rack Free Standing 19"x84" (F&I)	EACH	$575.06
201-15-ST-12-3	Cable Management Kit Horizontal (F&I)	EACH	$118.75
201-15-ST-12-4	Cable Management Kit Vertical (F&I)	EACH	$725.00
201-15-ST-12-5	EIA Cabinets 19"x84"x30" Complete (F&I)	EACH	$3,817.60

VOID

Group $185.81

Brian Dale

From: Ray Jones <rjones@morsecom.com>
Sent: Wednesday, January 18, 2023 9:18 AM
To: Brian Dale
Subject: Morse Comm Rev - Pricing Sheet 4 - ITB B-23-05-OCC
Attachments: Group 4 Rev - Morse Pricing.pdf

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Brian:

Here is the revision with initials, cross out, signature and date.

Thank you,

Ray Jones
SCS Director
Morse Communications, Inc.
Phone: 321.308.2130
Cell: 321.693.4583
email: rjones@morsecom.com

	Group 4 Multi-Pair Cables - ISP / OSP	Per	Unit Price
201-15-101A	Cat 6 Plenum Enhanced (avg 150) (F&I)	LF	~~$205.56~~ $1.37 RJ
201-15-101B	Cat 6 Plenum Enhanced (avg 150) (F only)	LF	~~$80.46~~ $0.53 RJ
201-15-102A	Cat 6 PVC Enhanced (avg 150) (F&I)	LF	~~$175.61~~ $1.17 RJ
201-15-102B	Cat 6 PVC Enhanced (avg 150) (F only)	LF	~~$50.61~~ $0.34 RJ
201-15-100	Cat 5E 25 Pair PVC Plenum (F&I)	LF	$9.82
201-15-101	Cat 5E 25 Pair PVC Riser (F&I)	LF	$3.08
201-15-102	Cat 5E 25 Pair PE 89 OSP (F&I)	LF	$5.00
201-15-110	Face Plate 1 Gang Surface Or Flush (F&I)	EACH	$9.00
201-15-111	Face Plate 2 Gang Surface Or Flush (F&I)	EACH	$9.00
201-15-120	Cat 6 Jacks RJ45 568A/B 1 Port Data (F&I)	EACH	$13.77
201-15-121	Cat 6 Jacks RJ45 568A/B 2 Port Data/Voice (F&I)	EACH	$27.54
201-15-130	Cat 6 Patch Panel Wall Mount 24 Port (F&I)	EACH	$425.00
201-15-131	Cat 6 Patch Panel Rack Mount 48 Port (F&I)	EACH	$512.72
201-15-132	Cat 6 Patch Panel Rack Mount 96 Port (F&I)	EACH	$826.00
201-15-140	Wire Management Panel 19"x1.75" (F&I)	EACH	$118.75
201-15-141	Wire Management Panel 19"x5.25" (F&I)	EACH	$175.65
201-15-100-1	Cat 6 Patch Cords RJ45 6' Standard (F&I)	EACH	$15.61
201-15-110-1	Cat 5E Punch Block 110 25 Pair (F&I)	EACH	$75.00
201-15-111-1	Cat 5E Punch Block 66 25 Pair (F&I)	EACH	$32.50
201-15-100-2	Cat 6 CU Drop Certification Test (F&I)	EACH	$25.00
201-15-hdw-br	Cable Support Brackets, Bridle Rings (F&I)	EACH	$12.50
201-15-hdw-sp	Cable Raceway, Surface Mount Per Drop (F&I)	EACH	$50.00
201-15-12	Conduit, EMT 2" W/ All Fittings (F&I)	LF	$25.71
201-15-13	Conduit, EMT Fire Sleeve 2" (F&I)	EACH	$114.97
201-15-14	Conduit, EMT Fire Sleeve 4" (F&I)	EACH	$204.93
201-15-ST-12	Cable Tray 12" Ladder Alum Black (F&I)	LF	$23.30
201-15-ST-hdw	Cable Tray, 12", Misc. Hardware (F&I)	LF	$10.00
201-15-ST-12-1	EIA Rack Wall Mt Hinged 19"x36" (F&I) (Bldg Entry)	EACH	$522.46
201-15-ST-12-2	EIA Rack Free Standing 19"x84" (F&I)	EACH	$575.06
201-15-ST-12-3	Cable Management Kit Horizontal (F&I)	EACH	$118.75
201-15-ST-12-4	Cable Management Kit Vertical (F&I)	EACH	$725.00
201-15-ST-12-5	EIA Cabinets 19"x84"x30" Complete (F&I)	EACH	$3,817.60

Group ~~$185.81~~ $122.21 RJ

x Ray Jones 1/18/23

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE:	Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance	

Attachment "F"
Trench Safety Certification

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.

If trench excavation is required on the Project more than 5-feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5-feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
1.					
2.					
3.					
4.					
5.					

N/A

(Attach Separate Sheet if Necessary)

If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: Morse Communications, Inc.

Mailing Address: 395 East Drive Melbourne, FL. 32904

Telephone Number: (321) 259-8469 Fax Number: (321) 255-0198 E-mail Address: seller@morsecom.com

Annette Costello — Annette Costello — FEIN: 59-354 2194

Authorized Signatory — Printed Name

President — 1/6/2023

Title — Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE:	Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance	

Attachment "G"
Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: Morse Communications, Inc.

Mailing Address: 395 East Drive Melbourne, FL. 32904

Telephone Number: (321) 259-8469 Fax Number: (321) 255-0198 E-mail Address: seller@morsecom.com

Annette Costello

59-354 2194

Authorized Signatory

Annette Costello

Printed Name

FEIN:

President

Title

1/6/2023

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "H"
Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Annette Costello

AFFIANT SIGNATURE

Annette Costello

Typed Name of AFFIANT

President

Title

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE:	Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance	

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was executed before me this 10 day of January, 2023 by Annette Costello as President of Morse Communication Inc, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Annabel Sanz Campainha
NOTARY PUBLIC, State of Florida

ANNABEL SANZ CAMPAINHA
Notary Public - State of Florida
Commission # HH 220400
My Comm. Expires Jan 25, 2026
Bonded through National Notary Assn.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE:	Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)

Attachment "I"

Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted by Morse Communications, Inc 395 East Drive Melbourne, FL. 32904 whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is 59-354 2194 of the individual signing this sworn statement: Annette Costello.

My name is Annette Costello and my relationship to the above entity is President.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # B-23-05-COC for Fiber Optic/Multi-Pair Network Cable Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
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TITLE:	Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance	

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Annette Costello
AUTHORIZED SIGNATURE

Annette Costello
Typed Name of AUTHORIZED SIGNATORY

President
Title

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was executed before me this 6 day of January, 2023 by Annette Costello as President of Morse Communication Inc, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

ANNABEL SANZ CAMPAINHA
Notary Public - State of Florida
Commission # HH 220400
My Comm. Expires Jan 25, 2026
Bonded through National Notary Assn.

Annabel Sanz Campainha
NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "J"
Organizational Information

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
x	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation		Florida			
Principal Place of Business (Enter Address)		395 East Drive Melbourne, FL. 32904			
Federal I.D Number		59-354 2194			

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: Morse Communications, Inc.

Mailing Address: 395 East Drive Melbourne, FL. 32904

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
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Telephone Number: (321) 259-8469 Fax Number: (321) 255-0198 E-mail Address: seller@morsecom.com

Annette Costello

Authorized Signatory

President

Title

Annette Costello

Printed Name

FEIN: 59-354 2194

1/6/2023

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

FILED
98 OCT 23 PM 3:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

MORSE COMMUNICATIONS, INC.

The undersigned subscriber to these Articles of Incorporation, a natural person competent to contract under the laws of the State of Florida, hereby forms a corporation for profit under the laws of the State of Florida.

ARTICLE I - NAME

The name of this corporation is: MORSE COMMUNICATIONS, INC.

ARTICLE II - DURATION AND COMMENCEMENT

This corporation is to exist perpetually. The date when corporate existence shall commence shall be upon the date of filing of this instrument by the undersigned.

ARTICLE III - PURPOSE

This corporation is organized for the following purposes:

To buy, sell, install, replace, repair any and all business and commercial phone systems and any and all part or fixtures for such systems and to provide any other related service or need of any nature whatsoever as may be necessary or essential to the proper conduct of such business.

To buy, sell, own, hold and operate real and personal property of all kinds.

To subscribe for, purchase, or otherwise acquire, underwrite, obtain an interest in, own, hold, pledge, hypothecate, assign, deposit, create trusts with respect to, sell, exchange or

otherwise dispose of and generally deal in and with securities of every kind and description of any government, state, territory, district, municipality or other political or governmental division or subdivision, body politic, corporation, association, partnership, firm, trustee, syndicate, individual, combination, organization or entity whatsoever located in or organized under the laws of any part of the world, including (without limiting the generality of the foregoing) stocks, shares, voting trust certificates, bonds, mortgages, deeds of trust, debentures, notes, land trust certificates, warrants, rights, scrip, commercial paper, choses in action, evidences of indebtedness, certificates of interest or other obligations or other securities of any nature howsoever evidenced; to acquire or become interested in any such securities by original subscription, underwriting, participation in syndicates or otherwise, and irrespective of whether or not such securities are fully paid or subject to further payments or assessments; and to exercise any and all rights, powers and privileges of individual ownership or interest in respect of any such securities, including the right to vote thereon and otherwise act with respect thereto, and to promote, manage, participate in and act as agent for any underwriting, purchasing or selling syndicate or group and otherwise to take part in and assist in any legal matter, by guaranty or otherwise, the purchase, sale or distribution of any such securities.

To engage in the business of the accumulation, borrowing and lending of money by lending the capital of the company and such other funds as it may from time to time lawfully acquire from various lenders or other sources upon such security as may be agreed upon between the corporation and such lenders or borrowers, and by re-lending in like manner the funds arising from such loans when paid.

To purchase, or in any way acquire for investment or for sale or otherwise, any business,

assets of a business, contracts for the purchase or sale of any business or the assets thereof, and any other property of any kind or any interest therein, whether such is a going concern or not, and as the consideration for same to pay cash or to issue the capital stock, debenture bonds, mortgage bonds or other obligations of the corporation, and to sell, convey, lease, mortgage, deed in trust, turn to account or otherwise deal with all or any part of the property of the corporation; to make and obtain loans upon any business or the assets thereof in connection with the acquisition of such or continuing operation of the same, giving or taking evidences of indebtedness and securing the payment thereof by mortgage, trust deed, pledge or otherwise and to enter into contracts to buy or sell any property, real or personal; to act as a consulting firm and provide managerial skills and expertise to any business, whether owned by the corporation or not; to render advice and assistance on any subject which, in the opinion of the Board of Directors of the corporation, the corporation and its personnel are qualified to render, and to receive compensation for or pay for the same in cash, stock or bonds or otherwise.

To manufacture, purchase or otherwise acquire and to own, mortgage, pledge, sell, assign, transfer or otherwise dispose of and invest, trade in, deal in and with, goods, wares, merchandise, real and personal property and services of every class, kind and description, except that it is not to conduct a banking, safe deposit, trust, insurance, surety, express, railroad, canal, telegraph, telephone or cemetery company, a building and loan association, fraternal benefit society, state fair or exposition.

To conduct business in, and have one or more offices in, and buy, hold, mortgage, sell, convey, lease or otherwise dispose of real and personal property, including franchises, patents, copyrights, trademarks and licenses in the State of Florida and in all other states and countries.

To contract debts and borrow money, issue and sell or pledge bonds, debentures, notes and other evidence of indebtedness, and execute such mortgages, transfers of corporate property and/or other instruments to secure the payment of corporate indebtedness as required.

To purchase, or in any way acquire for investment or for sale or otherwise, lands, contracts for the purchase or sale of lands, buildings, condominiums, improvements and any other real property of any kind or any interest therein, and as the consideration for same to pay cash or to issue the capital stock, debenture bonds, mortgage bonds or other obligations of the corporation, and to sell, convey, lease, mortgage, deed of trust, turn to account or otherwise deal with all or any part of the property of the corporation; to make and obtain loans upon real estate, improved or unimproved, and upon personal property, giving or taking evidences of indebtedness and securing the payment thereof by mortgage, trust deed, pledge or otherwise; and to enter into contracts to buy or sell any property, real or personal; to buy and sell mortgages, trust deeds, contracts and evidences of indebtedness; to purchase or otherwise acquire, for the purpose of holding or disposing of the same, real or personal property of every kind and description, including the good will, stock, rights and property of any person, firm, association or corporation, paying for the same in cash, stock or bonds of this corporation; and to draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, warrants, bonds, debentures and other negotiable or transferable instruments, or obligations of the corporation, from time to time, for any of the objects or purposes of the corporation without restriction or limit as to amount.

To purchase the corporate assets of any other corporation and engage in the same or other character of business.

To guarantee, endorse, purchase, hold, sell, transfer, mortgage, pledge or otherwise acquire or dispose of the shares of the capital stock of, or any bonds, securities or other evidence of indebtedness created by any other corporation of the State of Florida, or any other state or government, and while owner of such stock to exercise all rights, powers and privileges of ownership, including the right to vote such stock.

To purchase, hold, sell, reissue and otherwise deal in its own capital stock, bonds, debentures and other forms or evidence of indebtedness and those of other persons, firms and corporations.

To engage in any and every other business, occupation and enterprise, except banking, and to exercise any and all other powers and rights which are conferred upon or granted to corporations by the present existing laws of the State of Florida, or of the United States, or of other states and authorities anywhere or which may be granted to or conferred upon such corporation by any law or act of the State of Florida, or of the United States, or elsewhere, which may be hereafter enacted or adopted; and generally to do any and all such acts as may be necessary, proper or convenient in carrying out or accomplishing the general purposes for which said corporation is formed.

Without in anywise limiting the generality of the foregoing, to purchase, sell or otherwise deal in any manner whatsoever in any and all other property of any nature whatsoever customarily incident to or connected with any of the foregoing.

To have, exercise and enjoy all of the powers, general and special, of like corporations as now or hereafter may be provided by law, and to do and perform all such other acts and things as may be necessary, profitable or expedient in carrying on any of the business or acts above

named or any business or acts auxiliary thereto or connected therewith.

To do each and everything necessary, suitable or proper for the accomplishment of any of the purposes, or the attainment of any one or more of the purposes or objects herein enumerated which shall at any time appear conducive or expedient for the protection or benefit of this corporation either as holders or interested in any property, and in general to carry on any business, it being the intention that the objects, purposes and powers specified and the clauses contained in this Article of this instrument shall be in no way limited or restricted by reference to or inference from the terms of this or any other Article or paragraph of this instrument, but that the objects, purposes and powers specified in each of the clauses of this paragraph shall be regarded as independent objects, purposes and powers.

ARTICLE IV - CAPITAL STOCK

This corporation is authorized to issue 1,000 shares of One and No/100 ($1.00) each par value common stock and shall commence business with 1,000 shares fully paid and nonassessable issued.

ARTICLE V - PREEMPTIVE RIGHTS

Every shareholder, upon the sale for cash of any new stock of this corporation of the same kind, class or series as that which he already holds, shall have the right to purchase his pro rata share (as nearly as may be done without issuance of fractional shares) at the price at which it is offered to others.

ARTICLE VI - PLACE OF BUSINESS

The initial post office address of the principal office of this corporation in the State of

Florida is 2614 Aston Circle, Melbourne, FL 32940. The corporation may maintain such other offices, both within and without the State of Florida, as the Board of Directors may from time to time determine.

ARTICLE VII - INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this corporation is 1250 W. Eau Gallie Blvd. - Suite J, Melbourne, Florida 32935, and the name of the initial registered agent of this corporation at that address is RICHARD O. JONES.

ARTICLE VIII - INITIAL BOARD OF DIRECTORS

This corporation shall have two directors initially. The number of directors may be increased or diminished from time to time by the By-Laws, but shall never be less than one. The name and address of the initial director of this corporation are:

NAME	ADDRESS
MICHAEL JOHN COSTELLO	2614 Aston Cir., Melbourne, FL 32940
ANNETTE COSTELLO	2614 Aston Cir., Melbourne, FL 32940

ARTICLE IX - INCORPORATORS

The name and address of the person signing these Articles of Incorporation, the number of shares of stock he has subscribed for and the value of the consideration therefor are:

NAME	ADDRESS	# OF SHARES	CONSIDERATION
ANNETTE COSTELLO	2614 Aston Cir.,Melbourne, FL	510	$ 510.00
MICHAEL J. COSTELLO	2614 Aston Cir.,Melbourne, FL	490	$ 490.00

ARTICLE X - BY-LAWS

The power to adopt, alter, amend or repeal By-Laws shall be reserved to the Board of Directors.

ARTICLE XI - OFFICERS

The sole officer of this corporation shall be: MICHAEL J. COSTELLO, President, and ANNETTE COSTELLO shall be Vice President, Secretary and Treasurer, said sole officer shall hold office until her successors are chosen by the Board of Directors and qualify.

IN WITNESS WHEREOF, the undersigned subscriber has hereunto set his hand and seal on this the 20th day of October, 1998.

FILED
98 OCT 23 PM 3:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

_____ (L.S.)
MICHAEL J. COSTELLO

Annette Costello (L.S.)
ANNETTE COSTELLO

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, a Notary Public, duly authorized in the State and County named above to take acknowledgments, personally appeared MICHAEL J. COSTELLO and ANNETTE COSTELLO, to me known to be the persons described as incorporators in and who executed the foregoing Articles of Incorporation, and acknowledged before me that being informed of the contents therein, they subscribed to these Articles of Incorporation voluntarily on the date the same bears date.

WITNESS my hand and official seal in the County and State named above this 20th, day of October, 1998.

Notary Public
My Commission CC662833
Expires July 9, 2001

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

The undersigned, having been named in Article VII to accept service of process upon MORSE COMMUNICATIONS, INC. at the place designated in the foregoing Articles of Incorporation, does hereby accept to act in this capacity and agrees to comply with the provisions of Chapter 48.091, Florida Statutes, relative to keeping open said business.

The location of the registered office of said corporation is 1250 W. Eau Gallie Blvd., Suite J, Melbourne, Florida 32935.

IN WITNESS WHEREOF, the name and seal of said registered agent is hereby affixed at Melbourne, Brevard County, Florida, this 20th day of October, 1998.

(L.S.)
RICHARD O. JONES
Registered Agent for
MORSE COMMUNICATIONS, INC.

FILED
98 OCT 23 PM 3:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Subscribed and sworn to before me
this 20th day of October, 1998.

Notary Public

R M Castanon
My Commission CC662633
Expires July 9, 2001

MORSE COMMUNICATIONS, INC. - CONSENT TO ORGANIZE

The undersigned, being the sole incorporator and director of MORSE COMMUNICATIONS, INC., a Florida corporation, hereby makes the following statement in lieu of holding a shareholders meeting pursuant to Section 607.394, Florida Statutes, and in lieu of holding a meeting of the board of directors pursuant to Section 607.134, Florida Statutes.

ARTICLES OF INCORPORATION: The Articles of Incorporation, effective *DATE, were filed with the Florida Department of State on October 23rd, 1998. A letter dated October 28th, 1998 to RHONDA CASTANON, ESQ. from the Florida Department of State evidencing the filing of the aforesaid Articles of Incorporation and receipt of filing fees, and the Articles of Incorporation are inserted in the Minute Book of the corporation preceding this Consent. The corporation was assigned Charter No. P98000091630.

BY-LAWS: A set of proposed By-Laws prepared by RHONDA CASTANON has been reviewed in its entirety, and is hereby adopted as the By-Laws of the corporation. The By-Laws are inserted in the Minute Book of the corporation following the certified copy of the Articles of Incorporation and immediately preceding this Consent.

DIRECTORS: Michael John Costello and Annette Costello are elected directors of the corporation to serve until their successors are elected and qualified.

OFFICERS: Michael John Costello is elected President, Annette Costello is elected Vice-President and Secretary-Treasurer of the corporation to serve until their successors are elected and qualified.

STOCK CERTIFICATES: The form of stock certificate inserted in the Minute Book immediately following this Consent, marked "specimen", is approved, and that form shall be used in issuing certificates of the stock of this corporation.

CORPORATE SEAL: The following form was selected as the seal of the corporation:

PAYMENT OF ORGANIZATION EXPENSES: Authorization is given to pay, in full, from the corporate funds, the bill of RICHARD O. JONES, P.A. for the fees and expenses of organizing the corporation.

BANK ACCOUNT: The officers of the corporation are authorized to open an account with any bank insured by The Federal Deposit Insurance Corporation as may be selected from time to time by the Board of Directors, and to deposit therein all funds of the corporation.

ISSUANCE OF STOCK: The issuance of 490 shares of the corporation's stock to Michael John Costello was approved, and after $490.00 has been paid by him to the corporation, a stock certificate for his shares shall be issued to the said Michael John Costello. The issuance of 510 shares of the corporation's stock to Annette Costello was approved, and after $510.00 has been paid by her to the corporation, a stock certificate for his shares shall be issued to the said Annette Costello.

"S CORPORATION": The corporation may file an election to be treated as an "S corporation" as permitted under the Internal Revenue Code of 1986, as Amended, if the directors shall determine that such is in the best interest of the corporation and the

AMENDED UNANIMOUS WRITTEN CONSENT IN LIEU OF ANNUAL MEETING OF THE SHAREHOLDERS OF MORSE COMMUNICATIONS, INC.

The undersigned being the Shareholders of **MORSE COMMUNICATIONS, INC.**, a Florida Corporation (Corporation), acting without a meeting pursuant to *F.S. 607.0704*, adopt the following resolutions:

WHEREAS, the Shareholders of the Corporation and their ownership interest are as follows:

Shareholders	Number of Shares
MICHAEL J. COSTELLO AND ANNETTE COSTELLO, AS TRUSTEES OF THE MICHAEL J. COSTELLO TRUST DATED FEBRUARY 25, 2010	490 (49%)
ANNETTE COSTELLO, AS TRUSTEE OF THE ANNETTE COSTELLO TRUST DATED FEBRUARY 25, 2010	510 (51%)

WHEREAS, the Shareholders deem it in the best interests of the Corporation to adopt the following resolutions in lieu of holding an annual meeting.

NOW THEREFORE, LET IT BE:

Election / appointment of officers:

RESOLVED: that the following persons are elected as officers of the Corporation in the respective capacities identified after their names and will serve until the next annual meeting of the Directors and until their respective successors are elected and qualified.

Officer Name	Office
ANNETTE COSTELLO	President, Secretary, Treasurer, Director
MICHAEL J. COSTELLO	Vice-President, Director

Any person previously appointed as an officer of the Corporation and not listed herein is hereby removed from office.

General Authorization

RESOLVED, that the Board and officers of the Corporation are hereby authorized and directed to do and perform or cause to be done and performed all such acts, deeds and things, and to make, execute and deliver, or cause to be made, executed and delivered, all such agreements, undertakings, documents, instruments of certificates in the name of the Corporation and to retain such counsel, agents and advisors and to incur and pay such expenses, fees and taxes as are, in the opinion of the Board executing the same, considered necessary or advisable, such necessary or advisability to be conclusively evidenced by the execution of this written consent to effectuate or carry out fully the purpose and interest of all of the resolutions contained herein; and that any and all such actions taken or to be taken by the Board or officers relating to and within the terms of these resolutions are hereby adopted, affirmed, approved and ratified in all respects as the act and deed of the Corporation.

Force and Effect of Formal Meeting of the Shareholders

RESOLVED, that this written consent shall have the same force as a formal meeting of the Shareholders for all purpose and shall be filed with the minutes of the proceeding of the Corporation.

These resolutions are approved as actions of the Shareholders of the Corporation without formal meeting, all as of the last date signed.

SHAREHOLDERS:

MICHAEL J. COSTELLO

Date: 11/22/2022

AND

ANNETTE COSTELLO

Date: 11/22/2022

as Trustees of the Michael J. Costello Trust Dated February 25, 2010, Shareholder

Annette Costello

ANNETTE COSTELLO

Date: 11/22/2022

as Trustee of the Annette Costello Trust Dated February 25, 2010, Shareholder

By electronically signing above, I understand and agree that this document is being executed with an electronic signature with the intent to have the same legal effect, validity or enforceability as a manually executed signature pursuant to F.S. §668.50.

shareholders consent as required by law.

DATED this _____ day of November, 1998.

_____
MICHAEL JOHN COSTELLO

2022 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P98000091630

Entity Name: MORSE COMMUNICATIONS, INC.

Current Principal Place of Business:

395 EAST DR.
MELBOURNE, FL 32904

Current Mailing Address:

395 EAST DR.
MELBOURNE, FL 32904

FEI Number: 59-3542194

FILED
Jan 06, 2022
Secretary of State
1790000029CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	VP AND MANAGER	Title	PRESIDENT AND MANAGER
Name	COSTELLO, MICHAEL J	Name	COSTELLO, ANNETTE
Address	2940 APPALOOSA BLVD.	Address	2940 APPALOOSA BLVD.
City-State-Zip:	MELBOURNE FL 32934	City-State-Zip:	MELBOURNE FL 32934

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ANNETTE COSTELLO MANAGER 01/06/2022

Electronic Signature of Signing Officer/Director Detail — Date

MORSE COMMUNICATIONS INCORPORATED

888.MORSECO 321.259.8469(V)
321.255.0198(F)
Florida Headquarters
395 East Drive
Melbourne, Florida 32904
www.morsecom.com

***A letter from a corporate officer listing the members of staff that are authorized signatories for the company.**

To Whom it may Concern:

My name is Annette Costello. I am the president of Morse Communications Inc.

The only members of staff that are authorized signatories for Morse Communications Inc are Annette Costello and Michael J. Costello, president and vice-president respectively.

Thank you so much for your consideration.

Annette Costello

Annette Costello

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	**Due Date: 01/17/2023**
TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance		

Attachment "K"
Proposed Schedule of Subcontractor Participation

☒ **No Subcontracting (of any kind) will be utilized on this project.**		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable) Federal ID	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE:	Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance	

Bidder/Contractor Morse Communications, Inc. Name:

Mailing 395 East Drive Melbourne, FL. 32904 Address:

Telephone Number: (321) 259-8469 Fax Number: (321) 255-0198 E-mail Address: seller@morsecom.com

Annette Costello — Annette Costello — FEIN: 59-354 2194

Authorized Signatory — Printed Name

President — 1/6/2023

Title — Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

State of Florida

Woman Business Certification

MORSE COMMUNICATIONS, INC.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

July 18, 2022 to July 18, 2024

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE:	Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance	

Attachment "L"

References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name: City of Cocoa Beach Florida				
Type of Project/Service: Provide Structured Cabling/ISP Services as well as Security & CCTV.				
Address: 2 S Orlando Ave. Cocoa Beach, FL. 32931				
Contracting Agency/Client: City of Cocoa Beach FL.				
Contact Name and Phone #: Ron Munn Phone: (321) 868-3333				
Contact Email Address and Fax #: rmunn@cityofcocoabeach.com Fax # Not Available				
Contract Amount: $70,000.00	Start Date:	2012	End Date:	Ongoing
Project #2:				
Project Name: City Wide Structured Cabling & Security & CCTV Services.				
Type of Project/Service: Provide Structured Cabling/ISP as well as Security & CCTV.				
Address: 900 E Strawbridge Ave. Melbourne, FL. 32901				
Contracting Agency/Client: City of Melbourne FL.				
Contact Name and Phone #: Will Hersey Phone: (321) 608.7706				
Contact Email Address and Fax #: williamhersey@mlbfl.org Fax # Not Available				
Contract Amount: $305,000.00	Start Date:	1999	End Date:	Ongoing
Project #3:				
Project Name: Annual Service Agreement - Canaveral Port Authority Information Technology Related Services PUR-RFQ-21-1				
Type of Project/Service: Provide Structured Cabling/ISP as well as Security & CCTV.				
Address: 445 Challenger Rd. #301 Cape Canaveral, FL. 32920				
Contracting Agency/Client: Canaveral Port Authority				
Contact Name and Phone #: Troy Goslin Phone: (321) 394-3287				
Contact Email Address and Fax #: tgoslin@portcanaveral.com Fax # Not Available				
Contract Amount: $569,000.00	Start Date:	2012	End Date:	Ongoing

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023

TITLE: Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance

Project #4:				
Project Name:	Telecommunication Cabling Services ITB 1715JCSA			
Type of Project/Service:	Provide Structured Cabling/ISP as well as OSP locate services.			
Address:	4000 Central Florida Blvd. Orlando, FL. 32816			
Contracting Agency/Client:	University of Central Florida			
Contact Name and Phone #:	Troy Jarvis Phone: (321) 749-4166			
Contact Email Address and Fax #:	Troy.Jarvis@ucf.edu Fax: (407) 882-9042			
Contract Amount: $1,200.000.00	Start Date:	2018	End Date:	Ongoing
Project #5:				
Project Name:	Installation of Structured Cabling and Intrusion Detection Services Countywide			
Type of Project/Service:	Installation of Structured Cabling/ISP and Intrusion Detection throughout county.			
Address:	110 SE Watula Ave. Ocala, FL 34471			
Contracting Agency/Client:	City of Ocala Florida			
Contact Name and Phone #:	Christopher Ramos Phone: (352) 629-8209			
Contact Email Address and Fax #:	cramos@ocalafl.gov Fax # Not Available			
Contract Amount: $3,400,000.00	Start Date:	2008	End Date:	Ongoing

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE:	Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance	

Attachment "M"

Truth-in-Negotiations Certification

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety- Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Proposer/Contractor Name: Morse Communications, Inc.

Mailing Address: 395 East Drive Melbourne, FL. 32904

Telephone Number: (321) 259-8469 Fax Number: (321) 259-8469 E-mail Address: seller@morsecom.com

Annette Costello
Authorized Signatory

Annette Costello
Printed Name

FEIN: 59-354 2194

President
Title

1/6/2023
Date

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was executed before me this 12 day of January, 2023 by Annette Costello as President of Morse Communication, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

ANNABEL SANZ CAMPAINHA
Notary Public - State of Florida
Commission # 4H 220400
My Comm. Expires Jan 25, 2026
Bonded through National Notary Assn.

Annabel Sanz Campainha
NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "N"

Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB B-23-05-COC**

TITLE: **Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance**

SOLICITATION DUE DATE: 01/17/2023 TIME: 3:00pm Local Time

FROM: Morse Communications, Inc.
395 East Drive
Melbourne, FL. 32904

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE:	Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance	

Attachment "O"

Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name: Morse Communications, Inc.

Mailing Address: 395 East Drive Melbourne, FL. 32904

Telephone Number: (321) 259-8469 Fax Number: (321) 255-0198 E-mail Address: seller@morsecom.com

Annette Costello — Signatory

Annette Costello — Printed Name

FEIN: 59-354 2194 Authorized

President — Title

1/6/2023 — Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-23-05-COC
	INVITATION TO BID (ITB)	Due Date: 01/17/2023
TITLE:	Fiber Optic/Multi-Pair Network Cable, Equipment, Materials, Supplies, Installation, and Maintenance	

Attachment "P"

E-Verify Contractor Affidavit

I hereby certify that Morse Communications, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Morse Communications, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Annette Costello

Print Name: Annette Costello
Date: 1/6/2023

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of January 2023 (date) by Annette Costello (name of officer or agent, title of officer or agent) of Morse Communications, Inc. (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal] Notary Public
Annabel Sanz Campainha
Name typed, printed, or stamped
My Commission Expires: Jan 25, 2026

ANNABEL SANZ CAMPAINHA
Notary Public - State of Florida
Commission # HH 220400
My Comm. Expires Jan 25, 2026
Bonded through National Notary Assn.

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☞Failure to submit this form may be grounds for disqualification of your submittal☜

An official website of the United States government Here's how you know

My Company Profile

Company Information

Company Name
Morse Communications Inc

Company ID
671359

Employer Identification Number (EIN)
593542194

DUNS Number
877937219

NAICS Code
238

Subsector
Specialty Trade Contractors

Edit Company Information

Doing Business As (DBA) Name
Morse Communications Inc

Enrollment Date
May 13, 2013

Unique Entity Identifier (UEI)

Total Number of Employees
20 to 99

Sector
Construction

Employer Category

Employer Category
None of these categories apply

Attachment "Q"

Federally Required Contract Clauses for FEMA Grantees and Subgrantees

1. *Equal Employment Opportunity*

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with

any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

3. ***Compliance with the Copeland "Anti-Kickback" Act***

   a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
   b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
   c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. **Compliance with the Contract Work Hours and Safety Standards Act**

   (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
   (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
   (3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
   (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by

any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

5. ~~Rights to Inventions Made Under a Contract or Agreement~~ **Not Applicable**
   ~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. **Clean Air Act**
   a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
   b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
   c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.
7. **Federal Water Pollution Control Act**
   a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
   b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
   c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.
8. **Suspension and Debarment**
   a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
   b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
   c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
   d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
9. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   ii. Meeting contract performance requirements; or
   iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.
   i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
   ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
      1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
      2. Enter into, extend, or renew a contract to procure or obtain any equipment,

system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:
   a. Are *not used* as a substantial or essential component of any system; *and*
   b. Are *not used* as critical technology of any system.
2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of

this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
   i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. *Program Fraud and False or Fraudulent Statements or Related Acts*
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment*
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Morse Communications, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Annette Cottle
Signature of Contractor's Authorized Official

Annette Costello, President

Name and Title of Contractor's Authorized Official

1/6/2023

Date

18. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. ~~*Copyright and Data Rights*~~ ***Not applicable***

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

DIVISION OF CORPORATIONS



DIVISION of CORPORATIONS
an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
MORSE COMMUNICATIONS, INC.

Filing Information

Document Number	P98000091630
FEI/EIN Number	59-3542194
Date Filed	10/23/1998
State	FL
Status	ACTIVE

Principal Address

395 EAST DR.
MELBOURNE, FL 32904

Changed: 06/12/2001

Mailing Address

395 EAST DR.
MELBOURNE, FL 32904

Changed: 06/12/2001

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 10/09/2020

Address Changed: 10/09/2020

Officer/Director Detail

Name & Address

Title VP and Manager

COSTELLO, MICHAEL J
2940 APPALOOSA BLVD.
MELBOURNE, FL 32934

Title President and Manager

COSTELLO, ANNETTE
2940 APPALOOSA BLVD.
MELBOURNE, FL 32934

Annual Reports

Report Year	Filed Date
2020	01/15/2020
2021	01/04/2021
2022	01/06/2022

Document Images

01/06/2022 -- ANNUAL REPORT	View image in PDF format
01/04/2021 -- ANNUAL REPORT	View image in PDF format
10/09/2020 -- Reg. Agent Change	View image in PDF format
01/15/2020 -- ANNUAL REPORT	View image in PDF format
09/16/2019 -- Reg. Agent Change	View image in PDF format
01/07/2019 -- ANNUAL REPORT	View image in PDF format
01/11/2018 -- ANNUAL REPORT	View image in PDF format
02/10/2017 -- ANNUAL REPORT	View image in PDF format
02/18/2016 -- ANNUAL REPORT	View image in PDF format
01/16/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
01/10/2013 -- ANNUAL REPORT	View image in PDF format
02/09/2012 -- ANNUAL REPORT	View image in PDF format
01/26/2011 -- ANNUAL REPORT	View image in PDF format
01/05/2010 -- ANNUAL REPORT	View image in PDF format
01/06/2009 -- ANNUAL REPORT	View image in PDF format
01/17/2008 -- ANNUAL REPORT	View image in PDF format
02/21/2007 -- ANNUAL REPORT	View image in PDF format
03/28/2006 -- ANNUAL REPORT	View image in PDF format
01/07/2005 -- ANNUAL REPORT	View image in PDF format
01/26/2004 -- ANNUAL REPORT	View image in PDF format
04/30/2003 -- ANNUAL REPORT	View image in PDF format
02/07/2002 -- ANNUAL REPORT	View image in PDF format
05/17/2001 -- ANNUAL REPORT	View image in PDF format
05/11/2000 -- ANNUAL REPORT	View image in PDF format
05/05/1999 -- ANNUAL REPORT	View image in PDF format
10/23/1998 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE SPECIALTY ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

AS A LIMITED ENERGY SYSTEMS SPECIALIST

COSTELLO, MICHAEL JOHN

MORSE COMMUNICATIONS, INC.
395 EAST DRIVE
MELBOURNE FL 32904

LICENSE NUMBER: ES0000215

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

MORSE COMMUNICATIONS, INC.

2 Business name/disregarded entity name, if different from above

Print or type. See Specific Instructions on page 3.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

395 EAST DRIVE

Requester's name and address (optional)

6 City, state, and ZIP code

MELBOURNE, FLORIDA 32904

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	3	5	4	2	1	9	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Kathy Hamilton Date ▶ 6/23/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Consultants of Central Florida 1331 Palmetto Avenue, Suite 100 Winter Park FL 32789 License#: L068328	**CONTACT NAME:** Elizabeth Pearsall **PHONE (A/C, No, Ext):** 407-740-5337 **FAX (A/C, No):** 407-740-8786 **E-MAIL ADDRESS:** elizabeth.pearsall@myiccf.com
INSURED Morse Communications, Inc. 395 East Drive Melbourne FL 32904 MORSCOM-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Hartford Ins. Co. / 19682 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1195804487 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		21 UUN DH4373	4/6/2022	4/6/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y		21 UEN DH4549	4/6/2022	4/6/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			21 RHU DH4145	4/6/2022	4/6/2023	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		21 WB AL 1SB7	4/6/2022	4/6/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			TE 0380701 22	4/6/2022	4/6/2023	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Boid # ITB B-23-05-COC City of Cocoa is named as additional insured with under General Liability and Automobile Liability as required by written contract, subject to all policy terms, conditions, limitations and exclusions

CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
Cocoa FL 32922
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Elizabeth Pearsall

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The ACORD name and logo are registered marks of ACORD

888. MORSECO 321.259.8469(V)
321.255.0198(F)
395 East Drive
Melbourne, Florida 32904
www.morsecom.com

EXHIBIT A
Technical Specifications

Page 74 Response:

Equipment Yard Location:

395 East Drive (Main)
Melbourne, Florida 32904

166 Center Street
Cape Canaveral, Florida 32920

6663 Narcoossee Rd.
Orlando, Florida 32822

Equipment Yard Stocking Level: High

Reporting Locations: Melbourne Florida & Cape Canaveral Florida

Employee Proximity to City: Morse Communications has over (40) Technicians and Installers in Brevard County.

Page 73, 114 & 115 Response:

MINIMUM RESPONDENT QUALIFICATIONS

Background:

MORSECOM is a Certified Woman-Owned Business Enterprise (WBE). Our company's management team is comprised of high-level, Industry-recognized experts that truly understand the business and technological requirements of our clients. Our clients range from Healthcare, Commercial, Education and Hospitality. We also perform services for local, county, state, and federal government agencies.

MORSECOM is an industry pioneer in the cable infrastructure space having entered the market almost 30 years ago. Founded by Annette & Mike Costello, MORSECOM has transformed from their early beginnings to become a market leader as a managed services provider. We offer value-based client solutions by effectively integrating business and technology solutions. Our portfolio includes state of the art voice, data networking, peripheral applications, and security solutions. We are a full-service integrator assisting clients from desktop to datacenter providing world class solutions.

Serving 38 states and 6 countries worldwide, we have an impressive portfolio with an international footprint always allowing for Best-in-Class Service. MORSECOM has over 90 employees with nearly 80% of those holding technical certifications.

888. MORSECO 321.259.8469(V)
321.255.0198(F)
395 East Drive
Melbourne, Florida 32904
www.morsecom.com

Technical Experience:

MORSECOM serves clients through all verticals of Information Technology. A sampling of the services we provide:

- Cloud Solutions - Public and Private Cloud posture delivery and consulting surrounding dynamic scaling of mission critical applications, services, and architectures.
- Local Area Networks (LAN) - Design and support of high-performance wired network architecture, delivering campus networking standards and end to end support. Fully managed, turnkey delivery financially supplied as Operating or Capital Expenditures.
- Wireless Local Area Networks (WLAN) - Design and support of high- performance wireless network architectures, delivering wireless standards and end to end support. Fully managed, turnkey delivery financially supplied as Operating or Capital Expenditures.
- Software Defined Wide Network (SDWAN) - Dynamically orchestrated control, alarming, and notification of all transport links between physical offices. Ability to provide High Availability across any carrier connection to the internet. Preservation of Quality of Service (QoS) tagging to deliver Expedited Forwarding (EF) for protocols such as video, voice and any other service protocol that needs to be prioritized. Delivered agnostic to any existing or added carrier links with the ability to bond capacity. Enablement of local IT staff to fully manage their WAN using a singlepane of glass.
- Desktop Support - Delivering a single pane of glass for support needs. Our RemoteManagement and Monitoring platform provides the following capabilities for local IT organizations - Encrypted Remote Access, AV/Malware protection, Inventory Management, Patch Management for OS and 3rd Party applications, scripting, and silent installation of any application.
- Data Center Architecture - Design, planning and delivery of data center architectures. Services include Software Defined Data Center standards, Orchestration, x86 Server Platforms, Storage Area Networks, Ethernet Fabrics, Top of Rack (ToR), Direct Internet Access (DIA), Carrier WAN attachment of MPLS or P2P Circuits, Racks, Cabling, HVAC, Generators, and grid power paths.
- Unified Communications (UC) - End to end design and delivery of Voice over IP UC architectures. Specialization of real-time protocols for more than 28 years sets MORSECOM apart from other UC and Manage Service Providers. Delivery options of Premise, Public and Private Cloud UC postures – Financially delivered in Operating or Capital Expenditures.
- Support and Monitoring - All service delivery under Managed Services and Premise Maintenance are overlayed by our Network Operations Center monitoring. 24-7 Helpdesk houses Technical Engineering support for partner consumption.
- Security & Compliance - MORSECOM leverages several methodologies and frameworks for Security and Compliance. HIPAA, PCI and NIST (CMMC) are our technology frameworks. Where applicable we maintain certification. From a Project delivery framework, we follow Six Sigma methodologies to plan and recycle prior to implementation to ensure our strategies are planned to avoid risk and defects.
- Access Control - Advanced building access control and security, scalable to meet any need from large enterprise too small to medium businesses. Physical and biometric capabilities with end-to-end monitoring for intrusion.

MORSE COMMUNICATIONS INCORPORATED

888. MORSECO 321.259.8469(V)
321.255.0198(F)
395 East Drive
Melbourne, Florida 32904
www.morsecom.com

- Video Surveillance - Security camera design and implementation to secure all angles and locations sensitive to security concerns. Recording and archive for analysis with the ability to integrate Access Control and intrusion events to ensure video footage clarity and availability anywhere there is an internet connection.

- Structured Cabling – Design and implementation of voice and data cabling solutions from copper to fiber optic services. This includes WAO cabling, TR/ER design, PON and wireless cabling.

Expertise as its related to the Scope of Work:
MORSECOM has close to 30 years of ISP installation experience. This includes the items listed below:

- Above ceiling cable management systems / pathways and spaces in accordance with ANSI/TIA-569-D.
- Installation all types of low voltage cabling (Cat 6, Cat 6A, Coaxial Cable, High Pair Count Backbone Cabling).
- Installation of all types of ICT connector hardware (Rack Mount Patch Panels, 8P8C Connectors, 66 Blocks, MUTOA)
- Installation of fire protection systems in accordance with AHJ, BICSI Best Practice and NFPA Code 70, NEC.
- Bonding and Grounding (Earthing) in accordance with ANSI/TIA-607 for all systems installed by MORSECOM.
- Field testing of all types of cabling including low voltage cabling, coaxial, high pair count copper & fiber.
- Telecommunication administration per TIA 606 & UL 969.
- Project closeout that includes installation details. (CADD, BIM360, Visio, Spreadsheets)

Specific Technical Training, Degrees, or Certifications of individuals who would be performing the tasks:
Michael Costello, BICSI Registered Communications Distribution Designer
Raymond Jones, BICSI Registered Communications Distribution Designer, BICSI Technician, Corning Cable Systems Design LAN
Jason Bowman, BICSI Registered Telecommunications Project Manager, BICSI Installer 2 Copper, Belden Certified Installer
Richard "Richie" Robaina, BICSI Registered Telecommunications Project Manager, BICSI Installer 2 Copper & Fiber, Belden Certified Installer
Nick Bouwsma, BICSI Technician, Belden Certified Installer
Saud Cato, BICSI Technician, Belden Certified Installer
Sean Postlethwaite, BICSI Installer 1 Copper, Belden Certified Installer
Daniel Solano, BICSI Installer 2 Copper & Fiber, Belden Certified Installer

- Detailed individual resumes can be provided upon request.

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER®

IS AWARDED TO

Michael J Costello

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 127011

Registration Start Date: 01-01-2022

Registration End Date: 12-31-2024

Todd W. Taylor

Todd W. Taylor, RCDD, NTS, OSP
BICSI President

Bicsi RCDD
Since
06-15-2000

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Executive Director & Chief Executive Officer

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER®

IS AWARDED TO

Milton R Jones

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 127012

Registration Start Date: 12-15-2022

Registration End Date: 12-31-2025

Bicsi RCDD
Since 12-15-2022

Carol E. Oliver

Carol Everett Oliver, RCDD, DCDC, ESS
BICSI Board President

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Chief Executive Officer

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

BICSI TECHNICIAN

IS AWARDED TO

Raymond M Jones

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 127012

Registration Start Date: 04-01-2022

Registration End Date: 03-31-2025

Carol E. Oliver

Carol Everett Oliver, RCDD, DCDC, ESS
BICSI Board President

BICSI TECH
Since 03-23-2006

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Chief Executive Officer

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

REGISTERED TELECOMMUNICATIONS PROJECT MANAGER

IS AWARDED TO

Jason Bowman

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 221500

Registration Start Date: 02-24-2022

Registration End Date: 12-31-2025

Todd W. Taylor

Todd W. Taylor, RCDD, NTS, OSP
BICSI President

Bicsi RTPM
Since
02-24-2022

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Executive Director & Chief Executive Officer

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

BICSI INSTALLER 2, COPPER

IS AWARDED TO

Jason Bowman

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 221500

Registration Start Date: 12-01-2021

Registration End Date: 11-30-2024

Todd W. Taylor

Todd W. Taylor, RCDD, NTS, OSP
BICSI President

BICSI INSTC
Since
11-06-2009

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Executive Director & Chief Executive Officer

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

REGISTERED TELECOMMUNICATIONS PROJECT MANAGER

IS AWARDED TO

Richard Robaina

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 221504

Registration Start Date: 09-23-2022

Registration End Date: 09-31-2025

Todd W. Taylor

Todd W. Taylor, RCDD, NTS, OSP
BICSI President

Bicsi RTPM
Since
02-24-2022

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Executive Director & Chief Executive Officer

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

BICSI INSTALLER 2, COPPER

IS AWARDED TO

Richard Robaina

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 221504

Registration Start Date: 5/1/2020

Registration End Date: 4/30/2023

Chair, Registrations & Credentials Supervision Committee

Bicsi INSTC Bicsi INSTALLER 2 COPPER

Since

4/1/2011

Vice President of Credentialing

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

BICSI INSTALLER 2, OPTICAL FIBER

IS AWARDED TO

Richard Robaina

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 221504

Registration Start Date: 4/1/2020

Registration End Date: 3/31/2023

Chair, Registrations & Credentials Supervision Committee

BICSI INSTF

BICSI INSTALLER 2 OPTICAL FIBER

Since 3/4/2011

Director of Credentialing

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

BICSI TECHNICIAN

IS AWARDED TO

Nicholas A Bouwsma

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 176982

Registration Start Date: 01-01-2021

Registration End Date: 12-31-2023

Todd W. Taylor

Todd W. Taylor, RCDD, NTS, OSP
BICSI President

BICSI TECH™
Since
12-01-2017

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Executive Director & Chief Executive Officer

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

BICSI TECHNICIAN

IS AWARDED TO

Saud S Cato

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 328097

Registration Start Date: 10-01-2021

Registration End Date: 09-30-2024

Carol E. Oliver

Carol Everett Oliver, RCDD, DCDC, ESS
BICSI Board President

BICSI TECH
Since 09-14-2018

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Chief Executive Officer

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

BICSI INSTALLER 1

IS AWARDED TO

Sean Postlethwaite

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 381887

Registration Start Date: 04-01-2022

Registration End Date: 04-30-2025

Carol E. Oliver

Carol Everett Oliver, RCDD, DCDC, ESS
BICSI Board President

Bicsi INST1
Since 04-01-2022

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Chief Executive Officer

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

BICSI INSTALLER 2, COPPER

IS AWARDED TO

Daniel Solano

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 345774

Registration Start Date: 12-01-2022

Registration End Date: 11-30-2025

Carol E. Oliver

Carol Everett Oliver, RCDD, DCDC, ESS
BICSI Board President

BICSI INSTC
Since 12-01-2022

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Chief Executive Officer

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

BICSI INSTALLER 2, OPTICAL FIBER

IS AWARDED TO

Daniel Solano

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 345774

Registration Start Date: 07-15-2022

Registration End Date: 07-31-2025

Carol E. Oliver

Carol Everett Oliver, RCDD, DCDC, ESS
BICSI Board President

BICSI INSTF
Since 07-15-2022

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Chief Executive Officer

Brian Dale

From: Ray Jones <rjones@morsecom.com>
Sent: Wednesday, January 18, 2023 9:18 AM
To: Brian Dale
Subject: Morse Comm Rev - Pricing Sheet 4 - ITB B-23-05-OCC
Attachments: Group 4 Rev - Morse Pricing.pdf

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Brian:

Here is the revision with initials, cross out, signature and date.

Thank you,

Ray Jones
SCS Director
Morse Communications, Inc.
Phone: 321.308.2130
Cell: 321.693.4583
email: rjones@morsecom.com

	Group 4 Multi-Pair Cables - ISP / OSP	Per	Unit Price
201-15-101A	Cat 6 Plenum Enhanced (avg 150) (F&I)	LF	~~$205.56~~ $1.37 RJ
201-15-101B	Cat 6 Plenum Enhanced (avg 150) (F only)	LF	~~$80.46~~ $0.53 RJ
201-15-102A	Cat 6 PVC Enhanced (avg 150) (F&I)	LF	~~$175.61~~ $1.17 RJ
201-15-102B	Cat 6 PVC Enhanced (avg 150) (F only)	LF	~~$50.61~~ $0.34 RJ
201-15-100	Cat 5E 25 Pair PVC Plenum (F&I)	LF	$9.82
201-15-101	Cat 5E 25 Pair PVC Riser (F&I)	LF	$3.08
201-15-102	Cat 5E 25 Pair PE 89 OSP (F&I)	LF	$5.00
201-15-110	Face Plate 1 Gang Surface Or Flush (F&I)	EACH	$9.00
201-15-111	Face Plate 2 Gang Surface Or Flush (F&I)	EACH	$9.00
201-15-120	Cat 6 Jacks RJ45 568A/B 1 Port Data (F&I)	EACH	$13.77
201-15-121	Cat 6 Jacks RJ45 568A/B 2 Port Data/Voice (F&I)	EACH	$27.54
201-15-130	Cat 6 Patch Panel Wall Mount 24 Port (F&I)	EACH	$425.00
201-15-131	Cat 6 Patch Panel Rack Mount 48 Port (F&I)	EACH	$512.72
201-15-132	Cat 6 Patch Panel Rack Mount 96 Port (F&I)	EACH	$826.00
201-15-140	Wire Management Panel 19"x1.75" (F&I)	EACH	$118.75
201-15-141	Wire Management Panel 19"x5.25" (F&I)	EACH	$175.65
201-15-100-1	Cat 6 Patch Cords RJ45 6' Standard (F&I)	EACH	$15.61
201-15-110-1	Cat 5E Punch Block 110 25 Pair (F&I)	EACH	$75.00
201-15-111-1	Cat 5E Punch Block 66 25 Pair (F&I)	EACH	$32.50
201-15-100-2	Cat 6 CU Drop Certification Test (F&I)	EACH	$25.00
201-15-hdw-br	Cable Support Brackets, Bridle Rings (F&I)	EACH	$12.50
201-15-hdw-sp	Cable Raceway, Surface Mount Per Drop (F&I)	EACH	$50.00
201-15-12	Conduit, EMT 2" W/ All Fittings (F&I)	LF	$25.71
201-15-13	Conduit, EMT Fire Sleeve 2" (F&I)	EACH	$114.97
201-15-14	Conduit, EMT Fire Sleeve 4" (F&I)	EACH	$204.93
201-15-ST-12	Cable Tray 12" Ladder Alum Black (F&I)	LF	$23.30
201-15-ST-hdw	Cable Tray, 12", Misc. Hardware (F&I)	LF	$10.00
201-15-ST-12-1	EIA Rack Wall Mt Hinged 19"x36" (F&I) (Bldg Entry)	EACH	$522.46
201-15-ST-12-2	EIA Rack Free Standing 19"x84" (F&I)	EACH	$575.06
201-15-ST-12-3	Cable Management Kit Horizontal (F&I)	EACH	$118.75
201-15-ST-12-4	Cable Management Kit Vertical (F&I)	EACH	$725.00
201-15-ST-12-5	EIA Cabinets 19"x84"x30" Complete (F&I)	EACH	$3,817.60

Group ~~$185.81~~ $122.21 RJ

x Ray Jones 1/18/23

Legislation Details (With Text)

File #:	23-96	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	2/7/2023			**In control:**	City Council
On agenda:	2/14/2023			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making an Exemption to Competitive Purchase through Barney's Pumps, Lakeland, Florida for two (2) HOMA Submersible Pumps for Lift Stations 17 and 19; Approve Change Order #1 to Purchase Order #80427 with Barney's Pumps. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Barneys Auth Distributor Letter - Homa 2022.pdf Barneys Quote No. 1009472 $28090.00.pdf Barneys Quote No. 1006589 $13,067.pdf Barneys Quote No. 1006590 $13,788.pdf Barneys Quote No. 1007339 $14,045.pdf Resolution - Sole Source (Barneys Pumps).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	February 6, 2023
Agenda Date:	February 14, 2023
Prepared By:	Melinda M. Keesee, Field Operations Technician
Prepared By:	Donnie Howard, Field Operations Manager
Through:	Chris M. Collier, Assistant Utilities Director
Through:	John A. Walsh, P.E., Utilities Director

Requested Action:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making an Exemption to Competitive Purchase through Barney's Pumps, Lakeland, Florida for two (2) HOMA Submersible Pumps for Lift Stations 17 and 19; Approve Change Order #1 to Purchase Order #80427 with Barney's Pumps

BACKGROUND:

Lift stations 17 and 19 each utilize two HOMA submersible pumps to pump wastewater to the Sellers Wastewater Treatment Plant. Both of these lift stations are built to only accept HOMA submersible pumps. Barney's Pumps in Lakeland, Florida is the sole source provider of HOMA brand pumps.

In October 2022, the Sewer Field Operations Division (SFO) created PO #80427 to purchase three new HOMA pumps from Barney's Pumps via Exemption to Competitive Purchase (ECP) for

$40,900.00. At the time, lift station 19 did not have any pumps that were operational and two of these pumps were assigned to be used while the other pump was assigned to lift station 17 as a back-up. Staff is requesting to purchase two additional pumps, both of which will be utilized as back-up pumps for both lift stations. Typical life expectancy for these commercial pumps can vary between 5-15 years depending on the operating conditions of the system. Although SFO rebuilds lift station pumps, the existing HOMA pumps have reached the end of their useful life and require extensive repair and refurbishment. The repair costs for each existing pump (+$11,000) were almost the same cost as purchasing a new pump ($14,045). Therefore, it is more cost effective to purchase new pumps than to repair the old pumps. The old pumps will be disposed of following the City's equipment disposal process.

The change order to the existing purchase order of $28,090.00 will increase the total purchase order amount to $68,990.00 which is above the CM signing authority and requires City Council approval.

SFO staff requests City Council approval to waive the competitive purchasing process for a sole source purchase from Barney's Pumps, and to approve the change order to PO #80427 in the amount of $28,090.00 for a total purchase amount of $68,990.00.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	$28,090.00
Account Number:	421-4125-536.46-00, WS1141
Account Name:	Repairs and Maintenance
Change Order Amount:	$28,090.00
Original Purchase Order:	80427
Original Purchase Order Amount:	$40,900.00
Total Number of Change Orders:	1
Total Amount in Change Orders To Date:	$28,090.00

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making an Exemption to Competitive Purchase through Barney's Pumps, Lakeland, Florida for two (2) HOMA Submersible Pumps for Lift Stations 17 and 19; Approve Change Order #1 to Purchase Order

#80427 with Barney’s Pumps.

powered by Legistar™

Pump Technology Inc.
Ansonia, CT 06401

Southeast Regional Office
Ph. 203 231 6433

Re: HOMA PUMP Authorized Municipal Distributor

Date: 1/3/2022

To Whom It May Concern:

Effective September 14, 2004, Barney's Pumps, Inc. became the only authorized distributor for HOMA PUMP TECHNOLOGY INC. in the municipal market for the state of Florida (exclusive of the panhandle counties west of the Apalachicola River). Their responsibilities include but are not limited to:

A. Sale of new units,

B. Sale of OEM aftermarket parts, and

C. Repair and warranty evaluation of units.

Barney's Pumps has been involved with the rotating equipment business for many years. Their staff is experienced in the selection, application, packaging and service of HOMA pumps, and they have locations in Lakeland, Coral Springs, and Jacksonville to properly support the municipal marketplace in the state of Florida.

HOMA PUMP will support Barney's Pumps by referring inquiries to them and by our direct sales force working side-by-side with them to optimize our customer support. We recommend our customers work closely with them to obtain the best results from our products.

They can be reached in Lakeland at (863) 665-8500, in Coral Springs at (954) 346-0669, or in Jacksonville at (904) 260-0669. Please let us know if you have any questions or if there is any way we can be of assistance.

Nate Ackerman

Sincerely,
Nate Ackerman
Southeast Regional Sales Manager
HOMA Pump Technology, Inc.

QUOTATION

Barney's Pumps Inc.
PO Box 3529
Lakeland, FL 33802
(863) 665-8500
Lakeland

QUOTE NUMBER	
1009472	
QUOTE DATE	Page
1/19/2023	1 of 1

Quote Expires On: 02/18/2023
Quoted by: LKMELISSA

Bill To:

City of Cocoa
accountspayable@cocoafl.org
65 Stone Street
Cocoa, FL 32922

321-433-8600

Ship To:

City of Cocoa
Lift Stations
375 North Cocoa Blvd
Cocoa, FL 32922

Customer ID: 10729

Destination Country:

PO Number	*Terms*	*Freight Code*	*Job Name*
	Net 30	Freight Allowed	

Quantities					*Item ID* / *Item Description*		*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
2	0	2	EA		AV432-175/17.4ET	EA	14,045.0000	28,090.00
			1.0		Pump, Submersible, 175MM Impeller 30ft Cord 17.4HP 3450RPM 230V 3Ph	1.0		

Total Lines: 1

SUB-TOTAL:	28,090.00
TAX:	0.00
AMOUNT DUE:	**28,090.00**
	U.S. Dollars

Thank you for the opportunity to earn your business.

Prices quoted are firm for 30 days (unless otherwise noted), then subject to adjustment to agree with prices at time of shipment and subject to any tax required by law. Lead time and/or ship dates are estimates only and are based on the information available at the time of quotation. Please note that these times/dates are subject to change. If shop drawings are required for approval, please request them from our office.

Order processed per Barney's Pumps standard terms and conditions of sale, and all terms and conditions of Barney's Pumps Terms of Sale & Warranty are incorporated herein by this reference as if fully set herein. Please visit https://www.barneyspumps.com/legal.html

All shipments are F.O.B origin.

SIGN BELOW AND RETURN TO AUTHORIZE ORDER.

PRINT NAME _____ SIGNATURE _____ DATE _____

QUOTATION

Barney's Pumps Inc.
PO Box 3529
Lakeland, FL 33802
(863) 665-8500
Lakeland

QUOTE NUMBER	
1006589	
QUOTE DATE	Page
11/17/2022	1 of 2

Quote Expires On: 12/17/2022
Quoted by: LKWADE

Bill To:

City of Cocoa
accountspayable@cocoafl.org
65 Stone Street
Cocoa, FL 32922

321-433-8600

Ship To:

City of Cocoa
Lift Stations
375 North Cocoa Blvd
Cocoa, FL 32922

Requested By: Bernie Osbourne

Customer ID: 10729

Destination Country:

PO Number	*Terms*	*Freight Code*	*Job Name*
	Net 30	Freight Allowed	LS 19 AV432-175/17.4ET

Quantities					*Item ID* / *Item Description*		*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
1	0	1	EA		AV432-175/17.4ET	EA	13,067.0000	13,067.00
				1.0	Pump, Submersible, 175MM Impeller 30ft C 175MM Impeller 50ft Cord 17.4HP 3450RPM 230V / 3Ph	1.0		

Lead time: 12-14 weeks

QUOTATION

Barney's Pumps Inc.
PO Box 3529
Lakeland, FL 33802
(863) 665-8500
Lakeland

QUOTE NUMBER	
1006589	
QUOTE DATE	Page
11/17/2022	2 of 2

Quote Expires On: 12/17/2022
Quoted by: LKWADE

Quantities					Item ID / Item Description	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.			

Total Lines: 1

SUB-TOTAL:	13,067.00
TAX:	0.00
AMOUNT DUE:	**13,067.00**
	U.S. Dollars

Thank you for the opportunity to earn your business.

Prices quoted are firm for 30 days (unless otherwise noted), then subject to adjustment to agree with prices at time of shipment and subject to any tax required by law. Lead time and/or ship dates are estimates only and are based on the information available at the time of quotation. Please note that these times/dates are subject to change. If shop drawings are required for approval, please request them from our office.

Order processed per Barney's Pumps standard terms and conditions of sale, and all terms and conditions of Barney's Pumps Terms of Sale & Warranty are incorporated herein by this reference as if fully set herein. Please visit https://www.barneyspumps.com/legal.html

All shipments are F.O.B origin.

SIGN BELOW AND RETURN TO AUTHORIZE ORDER.

PRINT NAME _____ SIGNATURE _____ DATE _____

QUOTATION

Barney's Pumps Inc.
PO Box 3529
Lakeland, FL 33802
(863) 665-8500
Lakeland

QUOTE NUMBER	
1006590	
QUOTE DATE	Page
11/17/2022	1 of 2

Quote Expires On: 12/17/2022
Quoted by: LKWADE

Bill To:

City of Cocoa
accountspayable@cocoafl.org
65 Stone Street
Cocoa, FL 32922

321-433-8600

Ship To:

City of Cocoa
Lift Stations
375 North Cocoa Blvd
Cocoa, FL 32922

Requested By: Bernie Osbourne

Customer ID: 10729

Destination Country:

PO Number	*Terms*	*Freight Code*	*Job Name*
	Net 30	Freight Allowed	LS 17 AMS434-230/13ET

Quantities					*Item ID* / *Item Description*		*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
1	0	1	EA		AMS434-230/13ET	EA	13,788.0000	13,788.00
			1.0		Pump, Submersible, 13HP 1750RPM	1.0		
					230MM Impeller			
					50ft cords			
					13HP			
					1,750RPM			
					230V / 3ph			
					Lead time: 12-14 weeks			

QUOTATION

Barney's Pumps Inc.
PO Box 3529
Lakeland, FL 33802
(863) 665-8500
Lakeland

QUOTE NUMBER	
1006590	
QUOTE DATE	Page
11/17/2022	2 of 2

Quote Expires On: 12/17/2022
Quoted by: LKWADE

Quantities					*Item ID* / *Item Description*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*			

Total Lines: 1

SUB-TOTAL:	13,788.00
TAX:	0.00
AMOUNT DUE:	**13,788.00**
	U.S. Dollars

Thank you for the opportunity to earn your business.

Prices quoted are firm for 30 days (unless otherwise noted), then subject to adjustment to agree with prices at time of shipment and subject to any tax required by law. Lead time and/or ship dates are estimates only and are based on the information available at the time of quotation. Please note that these times/dates are subject to change. If shop drawings are required for approval, please request them from our office.

Order processed per Barney's Pumps standard terms and conditions of sale, and all terms and conditions of Barney's Pumps Terms of Sale & Warranty are incorporated herein by this reference as if fully set herein. Please visit https://www.barneyspumps.com/legal.html

All shipments are F.O.B origin.

SIGN BELOW AND RETURN TO AUTHORIZE ORDER.

_____ _____ _____

PRINT NAME SIGNATURE DATE

QUOTATION

Barney's Pumps Inc.
PO Box 3529
Lakeland, FL 33802
(863) 665-8500
Lakeland

QUOTE NUMBER	
1007339	
QUOTE DATE	Page
11/2/2022	1 of 2

Quote Expires On: 12/02/2022
Quoted by: LKWADE

Bill To:

City of Cocoa
accountspayable@cocoafl.org
65 Stone Street
Cocoa, FL 32922

321-433-8600

Ship To:

City of Cocoa
Lift Stations
375 North Cocoa Blvd
Cocoa, FL 32922

Requested By: Bernie Osbourne

Customer ID: 10729

Destination Country:

PO Number	*Terms*	*Freight Code*	*Job Name*
	Net 30	Freight Allowed	LS 19 AV432

Quantities					*Item ID* / *Item Description*		*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
1	0	1	EA		AV432-175/17.4ET	EA	14,045.0000	14,045.00
				1.0	Pump, Submersible 175MM Impeller 50ft Cord 17.4HP 3450RPM 230V / 3Ph	1.0		

Lead time: 1 week

QUOTATION

Barney's Pumps Inc.
PO Box 3529
Lakeland, FL 33802
(863) 665-8500
Lakeland

QUOTE NUMBER	
1007339	
QUOTE DATE	Page
11/2/2022	2 of 2

Quote Expires On: 12/02/2022
Quoted by: LKWADE

Quantities					Item ID / Item Description	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.			

Total Lines: 1

SUB-TOTAL:	14,045.00
TAX:	0.00
AMOUNT DUE:	**14,045.00**
	U.S. Dollars

Thank you for the opportunity to earn your business.

Prices quoted are firm for 30 days (unless otherwise noted), then subject to adjustment to agree with prices at time of shipment and subject to any tax required by law. Lead time and/or ship dates are estimates only and are based on the information available at the time of quotation. Please note that these times/dates are subject to change. If shop drawings are required for approval, please request them from our office.

Order processed per Barney's Pumps standard terms and conditions of sale, and all terms and conditions of Barney's Pumps Terms of Sale & Warranty are incorporated herein by this reference as if fully set herein. Please visit https://www.barneyspumps.com/legal.html

All shipments are F.O.B origin.

SIGN BELOW AND RETURN TO AUTHORIZE ORDER.

_____ _____ _____

PRINT NAME SIGNATURE DATE

RESOLUTION NO. 2023-012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this Resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase or public improvement described in Exhibit "A" would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

SECTION 1. The purchase or public improvement described in Exhibit "A" is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this Resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon adoption by the Cocoa City Council.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this 14th day of February, 2023.

_____

ATTEST: Michael C. Blake, Mayor

_____

Carie Shealy, MMC, City Clerk

EXHIBIT “A”

To Resolution No. 2023-012

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of purchasing two (2) HOMA Submersible Pumps, from Barneys Pumps, Lakeland, Florida.

The Department Director provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of the Resolution.

_____

Stockton Witten, City Manager

Legislation Details (With Text)

File #:	23-102	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	2/9/2023			**In control:**	City Council
On agenda:	2/14/2023			**Final action:**	
Title:	Announcement of Mayor Blake, Councilman Goins and Councilwoman Koss to Attend the Legislative Action Days from April 3, 2023 - April 5, 2023. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 9, 2023
Agenda Date: February 14, 2023
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Announcement of Mayor Blake, Councilman Goins and Councilwoman Koss to Attend the Legislative Action Days from April 3, 2023 - April 5, 2023.

BACKGROUND:

Mayor Blake, Councilman Goins and Councilwoman Koss will be attending the Florida League of Cities Legislative Action Days from April 3, 2023 - April 5, 2023 in Tallahassee. The total estimated cost for all expenses is around $1,100 per person. Registration costs for the conference are budgeted under Council's Training account and all other expenses related to travel are budgeted under Council's Travel & Per Diem account.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted Yes
If not budgeted, is amendment/transfer attached? Choose an item.

Amount Requested	$ 1,100 each (Estimated)
Account Number	001-1000-511.40-00 Travel & Per Diem
	001-1000-511.55-00 Training

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

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Legislation Details (With Text)

File #:	23-37	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	1/4/2023			**In control:**	City Council
On agenda:	2/14/2023			**Final action:**	

Title: Approve Participation in a Multi-Year Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the HGAC (Houston-Galveston Area Council) National Cooperative Purchasing Contract No. TP07-18 Effective July 1, 2018 through June 29, 2021, Renewed Through June 30, 2023; To Approve a Resolution Amending the FY2023 Budget, BAF No. 23-038-IFT; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
HGACBuy Cocoa Participation Proof.pdf
Original HGAC Agreement 12-13-11.pdf
HGAC Amendment 2 Contract No. TP07-18 (Vortex) Exp 6-30-23.pdf
Vortex - Proposal 2217395 FL Cocoa FY23 MH Lining.pdf
Budget Resolution FY 2023- Vortex.pdf
BAF 23-038-IFT-UT-Fnd Vortex manhole lining (2-14-23) Agenda 23-37.pdf
Vortex COI Exp 12-11-23.pdf
TP07-18 Updated HGAC Contract (Votrex) - June 2018.pdf
E-Verify Contractor Affidavit.pdf
FULLY EXECUTED 2023 Standard Form for New Piggyback Contract TP07-18.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	January 4, 2023
Agenda Date:	February 14, 2023
Prepared By:	Melinda M. Keesee, Field Operations Technician
Prepared By:	Donnie Howard, Field Operations Manager
Through:	Chris M. Collier, Assistant Utilities Director
Through:	John A. Walsh, P.E., Utilities Director

Requested Action:

To Approve Participation in a Multi-Year Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the HGAC (Houston-Galveston Area Council) National Cooperative Purchasing Contract No. TP07-18 Effective July 1, 2018 through June 29, 2021, Renewed Through June 30, 2023; To Approve a Resolution Amending the FY2023 Budget, BAF No. 23-038-IFT; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract

BACKGROUND:

In FY19, the City of Cocoa Utilities Department, Carollo Engineers, and RedZone Robotics, Inc. (RedZone) completed a comprehensive sanitary sewer manhole assessment program that included a comprehensive evaluation of the condition of manholes and development of a capital improvement program for manhole rehabilitation and replacement. During this process, CCTV data of the City's sanitary sewer manholes (approximately 1,900 manholes) was captured and thoroughly reviewed utilizing the nationally recognized standard Manhole Assessment and Certification Program (MACP) coding process created by the National Association of Sewer Service Companies (NASSCO). Carollo Engineers, Inc. subsequently provided a comprehensive review of the manhole conditions based on RedZone's CCTV data. As part of this analysis, a comprehensive plan was developed to address the manholes that are in need of repair and rehabilitation on an annual basis.

Rehabilitation of the critical manholes was recommended based on the severity of defects, potential for defect progression, consequence of failure, and geographical location. Coating the inside of the manhole structure to provide complete structural repair and reduced infiltration was recommended. The sewer treatment plant will then no longer incur the cost of treating ground water from these leaking manholes, while also extending the manhole's useful life. In addition to the manhole coating, severely corroded manhole ring and covers will be replaced providing additional structural integrity for the manhole and ensuring the safety of nearby drivers and pedestrians.

To maintain the integrity of the sanitary sewer system with minimum construction disturbances, existing manholes are to be rehabilitated with a Geopolymer coating. The Geopolymer coating application process takes approximately four (4) hours to complete with no impact on the sanitary sewer system operations. The replacement of the manhole ring and cover will also have no impact on the sanitary sewer system operations.

In order to continue the necessary manhole rehabilitation program, staff is requesting the use of the HGAC Buy National Cooperative Purchasing Contract No. TP07-18. It should be noted that on December 13, 2011, City Council originally approved the participation in the HGACBuy cooperative purchasing program. This contract has been reviewed by the City's Utilities and Purchasing Departments, and has been determined to be applicable to the services required by the Utilities Department. The prices listed within this contract are "not to exceed" prices as outlined in the HGACBuy Terms and Conditions (Section A, Paragraph 23). In addition, staff recommends approval to use the HGAC contract with VacVision Environmental LLC (A Vortex Company) to perform Sewer Manhole Rehabilitation, and to authorize a budgeted expenditure for these services not to exceed $248,888.50 in FY2023. Future fiscal year budget amounts for these services will be determined during the budget process, and submitted to City Council for final approval.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, but Insufficient
If not budgeted, is amendment/transfer attached?	Yes

Source of Funds Budgeted:	
Amount	$200,000
Account Number	424-4125-536.63-00, WS19MH
Account Name	Infrastructure
Budget Adjustment Form No. 23-038-IFT	
Amount	($37,998)
Account Number	421-4125-536.46-00
Account Name	Repairs and Maintenance
Amount	$37,998
Account Number	424-4125-536.63-00, WS19MH
Account Name	Infrastructure
Amount	($10,891)
Account Number	424-4125-536.63-00, WS0904
Account Name	Infrastructure
Amount	$10,891
Account Number	424-4125-536.63-00, WS19MH
Account Name	Infrastructure
Total Budget for Project WS19MH:	
Amount Requested	$248,889
Account Number	424-4125-536.63-00, WS19MH
Account Name	Infrastructure

PREVIOUS ACTION:

On December 13, 2011, City Council approved an interlocal agreement with the Houston-Galveston Area Council (H-GAC) for cooperative purchasing.

On June 26, 2019, City Council approved the participation in a cooperative purchase agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services utilizing the Gainesville Regional Utilities Contract No. 2014-032, Amendment 4, Effective October 27, 2017 through October 27, 2019, in the amount of $135,745.27.

On March 25, 2020, City Council approved participation in a cooperative purchase agreement with VacVision Environmental LLC (A Vortex Company) for manhole rehabilitation services utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract TP07-18 Effective July 1, 2018 through June 30, 2021 in the amount of $362,753.

On February 23, 2021, City Council approved participation in a cooperative purchase agreement with VacVision Environmental LLC (A Vortex Company) for manhole rehabilitation services utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract 018-00382 Effective July 1, 2018 through June 30, 2021 in the amount of $162,765.

On April 26, 2022, City Council approved participation in a cooperative purchase agreement with VacVision Environmental LLC (A Vortex Company) for manhole rehabilitation services utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract 018-00382 Effective July 1, 2018 through June 30, 2021, Renewed through June 30, 2022 in the amount of $219,137.50.

RECOMMENDED MOTION:

To Approve Participation in a Multi-Year Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the HGAC (Houston-Galveston Area Council) National Cooperative Purchasing Contract No. TP07-18 Effective July 1, 2018 through June 29, 2021, Renewed Through June 30, 2023; To Approve a Resolution Amending the FY2023 Budget, BAF No. 23-038-IFT; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract

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HGACBuy (/default.aspx)

List of HGACBuy End Users

Select a State to See a List of End Users From That State

Florida

Filter by Name:

Agency Name	City
City of Cocoa (FL)	Cocoa

News & Events

End User Orientation (/events/event-details.aspx?eventid=121)

Join us for an HGACBuy End User Orientation (/events/event-details.aspx?eventid=121)

The HGACBuy End User Orientation objective is to introduce End Users to the HGACBuy program:

- Who is HGACBuy?

- Discuss what HGACBuy Cooperative does
- The advantages of using HGACBuy
- Discuss the purchasing process
- HGACBuy Website

(https://www.addtoany.com/share#url=https%3A%2F%2Fwww.hgacbuy.org%2Fabout%2Fend-users.aspx&title=List%20of%20HGACBuy%20End%20Users%20-%20HGACBuy)

Contractor Orientation (/events/event-details.aspx?eventid=126)

Join us for a Contractor Orientation Webinar (/events/event-details.aspx?eventid=126)

The orientation will discuss:

- Our cooperative environment
- Requirements for Member participation
- Preparing Contract Pricing Worksheets
- Purchase orders and Order Confirmations
- Quarterly Activity Reporting

(https://www.addtoany.com/share#url=https%3A%2F%2Fwww.hgacbuy.org%2Fabout%2Fend-users.aspx&title=List%20of%20HGACBuy%20End%20Users%20-%20HGACBuy)

End User Orientation (/events/event-details.aspx?eventid=127)

Join us for an HGACBuy End User Orientation (/events/event-details.aspx?eventid=127)

Webinar will begin exactly at 9:30AM CST. Please be on time for the webinar or you may miss the presentation and have to wait until the next one.

The HGACBuy End User Orientation objective is to introduce End Users to the HGACBuy program:

- Who is HGACBuy?
- Discuss what HGACBuy Cooperative does
- The advantages of using HGACBuy
- Discuss the purchasing process
- HGACBuy Website

(https://www.addtoany.com/share#url=https%3A%2F%2Fwww.hgacbuy.org%2Fabout%2Fend-users.aspx&title=List%20of%20HGACBuy%20End%20Users%20-%20HGACBuy)

HGAC

HOUSTON-GALVESTON AREA COUNCIL

February 2, 2012

Joan Clark
City Clerk
City of Cocoa
65 Stone St.
Cocoa, FL 32922

Dear Ms. Clark:

Enclosed you will find your original copy of the fully executed Interlocal Contract (ILC) which includes your assigned permanent ILC number. This number should appear on all future purchase orders, in addition to the H-GAC bid number for the product you are ordering. This number also serves as your Password for our website: HGACBuy.org.

The ILC document is designed as a blanket purchase agreement for all products offered by H-GAC, and it remains in effect indefinitely unless canceled by either party. No annual renewal actions are required. This Contract covers all departments within your municipality / county / district jurisdiction. It is activated only by your agency's issuance of Purchase Orders.

We encourage you to use the H-GAC Cooperative Purchasing Program and avail yourself of the services we offer. We look forward to serving you.

Sincerely,

Sally Terral

Sally Terral
Contract Specialist
Cooperative Purchasing Program

Mailing Address
PO Box 22777
Houston, Texas 77227-2777
Phone 713-627-3200

Physical Address
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Phone 713-627-3200

HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No 12-2973
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of Cocoa a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 65 Stone Street, Cocoa, FL 32922

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * Dec 13, 2011 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that **(1)** it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and **(2)** it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began * Oct 01, 2011 and ends * Sept 30, 2012. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES
The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through *HGACBuy.com* and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* City of Cocoa, Florida

Name of End User (local government, agency, or non-profit corporation)

*65 Stone Street

Mailing Address

*Cocoa, Florida 32922

City State ZIP Code

*By: Michael C Blake

Signature of chief elected or appointed official

* Michael C. Blake, Mayor 12/13/2011

Typed Name & Title of Signatory Date

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston TX 77027

By: _____ Executive Director

Attest: _____ Manager

Date: 12, 2012

*Denotes required fields

rev. 03'11

Office of the City Clerk

Joan Clark, MMC
65 Stone Street
Cocoa, Florida 32922

jclark@cocoafl.org

(321) 433-8488 – phone
(321) 433-8455 - facsimile

December 15, 2011

Houston-Galveston Area Council
Attn: Executive Director
3555 Timmons Lane, Suite 120
Houston TX 77027

Re: Interlocal Contract for Cooperative Purchasing between H-GAC and City of Cocoa

Dear Sir:

I have enclosed the above referenced contract as approved and executed by the Cocoa City Council on December 13, 2011.

It is requested that a copy of the fully executed agreement be returned to my. Your assistance in this matter is appreciated.

If you have any questions or require additional information, please do not hesitate to call.

Sincerely,

Joan Clark, MMC
City Clerk
City of Cocoa

c: T. Jones, Fleet
J. Walsh, Utilities
T. Eastburn, Finance

HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT (Contract), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 91, Texas Government Code (the Act), by and between the Houston- Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of Cocoa _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as End User, having its principal place of business at * 65 Stone Street, Cocoa, FL 32922

WITNESSETH

WHEREAS , H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS , pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS , in reliance on such authority, H -GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE , H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began * October 1, 2011 and ends * September 30, 2012 This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES
The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

*Request for Information

To expedite service, please complet e the following blanks relevant to your agencys administrative/elective personnel and return the completed form to H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency : City of Cocoa (Municipality / County / District / etc.) County Name : Brevard

Mailing Address : 65 Stone Street, Cocoa, Florida 32922
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number 321-433-8800 FAX Number: 321-433-8455

Physical Address : _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: www.cocoafl.org

Authorized Official: Dr. Brenda Fettrow (City manager / Executive Director / etc.) Title: City Manager

Mailing Address: 65 Stone Street (Street Address/P.O. Box) Ph No.: 321-433-8686

Fx No.: 321-433-8690

E-Mail Address : bfettrow@cocoafl.org

Cocoa FL 32922
(City) (State) (ZIP Code)

Official Contact: Hank Rowan (Purchasing Agent/Auditor etc.) Title: Purchasing Manager

Mailing Address: 65 Stone Street (Street Address/P.O. Box) Ph No.: 321-433-8833

Fx No.: 321-433-8860

Email Address : hrowan@cocoafl.org

Cocoa FL 32922
(City) (State) (ZIP Code)

Official Contact: Jack Walsh (Public Works Director/Police Chief etc.) Title: Acting Utilities Director

Mailing Address: 351 Shearer Blvd. (Street Address/P.O. Box) Ph No.: 321-433-8710

Fx No.: 321-433-8704

Email Address : jwalsh@cocoafl.org

Cocoa FL 32922
(City) (State) (ZIP Code)

Official Contact: _____ (EMS Director/Fire Chief etc.) Title: _____

Mailing Address: _____ (Street Address/P.O. Box) Ph No.: _____

Fx No.: _____

Email Address : _____

_____
(City) (State) (ZIP Code)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* City of Cocoa, Florida

Name of End User (local government, agency, or non-profit corporation)

*65 Stone Street

Mailing Address

*Cocoa, Florida 32922

City State ZIP Code

*By: Michael C Blake

Signature of chief elected or appointed official

* Michael C. Blake, Mayor 12/13/2011

Typed Name & Title of Signatory Date

Houston -Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____

Executive Director

Attest: _____

Manager

Date: _____

*Denotes required fields

rev. 03/11

DocuSign Envelope ID: 97F4EE59-376A-4590-9248-A35542D52556

AMENDMENT No. 2 to CONTRACT No. TP07-18
For
Trenchless Pipeline Rehabilitation Services
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Vortex Services, LLC

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through June 30, 2023 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
82EC270D5D61423...
Chuck Wemple, Executive Director
5/26/2022
Date: _____

Signed for: **Vortex Services, LLC**

DocuSigned by:
0B8691B0B3904D0...
Wesley Kingery President, Services
Printed Name & Title: _____
5/26/2022
Date: _____

To:	City of Cocoa	**Contact:**	Elisabetta Natale, PE, ENV SP
Address:	65 Stone Street	**Phone:**	(321) 433-8633
		Email:	enatale@carollo.com
Project Name:	FL - Cocoa - Cocoa FY23 MH Lining	**Bid Number:**	2217395
Project Location:	Various Locations, Cocoa, FL	**Bid Date:**	12/6/2022

This bid proposal is figured utilizing the HGAC Contract Pricing (TP07-18)

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
A - Base Bid					
G11	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Geopolymer Liner	604.30	VF	$295.00	$178,268.50
P35	Travel And Mobilization - Florida	1.00	EACH	$4,500.00	$4,500.00
			Total Price for above A - Base Bid Items:		**$182,768.50**
B - Bill As Needed					
B35	Infiltration Control- Chemical Grout - * To Be Billed As Needed	1.00	GAL	$100.00	$100.00
G17	Rebuild Bench And Invert	100.00	EACH	$550.00	$55,000.00
G45	New Manhole Frame And Cover-24" - * To Be Billed As Needed	0.00	EACH	$850.00	$0.00
O11	Barricades, Signs, And Traffic Handling (per Setup) - *To Be Billed As Needed, Estimated 5 Set Ups Per The Maps	5.00	EACH	$1,500.00	$7,500.00
O13	Flagmen - Estimated 4 Days Based On The Maps X 2 Flaggers X 11 Hrs Per Day *To Be Billed As Needed Per Flagger	88.00	HR	$40.00	$3,520.00
			Total Price for above B - Bill As Needed Items:		**$66,120.00**

Notes:

- Actual Quantities to be determined in the field
- Ring & Covers to be supplied by the City of Cocoa
- Four items are to establish unit pricing. They will be charged on as needed basis
- Owner / Contractor will provide access to each and every manhole
- Vacuum, hydrostatic, holiday/spark testing are not included in this bid proposal.
- If bond is needed please add 1.5%.
- Our Bid Proposal is valid for 60 days from the bid date.
- Proposal does not include any manhole ring and cover adjustments or raising / lowering. Proposal does not include installing of any inflow dish and chimney seals.
- Our manhole rehab is figured utilizing flow through plugs. Any dewatering and or bypass pumping will be provided by Owner / Contractor (if necessary). Please note, in order to install our plugs and divert the flow on force mains we assume the incoming lines are protruding at least 3" into the manhole which will allow us to attach Fernco type coupling systems. If additional bypass, dewatering, or flow control is needed it will be provided by Others.
- If any of these manholes are located in easements, the Owner / Contractors will have to provide site access improvements including (but not limited to) clearing of any trees, shrubs, fence, sheds, vegetation etc. to provide an unobstructed access for our work. This also includes coordinating site access permissions with the property owners and the City. We are able to complete our work if our trucks can be staged within 150' from both the upstream and downstream manholes. If certain site conditions restrict this and require us to stage greater than 150', then our trucks will require a road to drive the equipment to each manhole and it needs to be somewhat of level. Therefore it may be required for the owner to install a temporary easement access road by installing rock / road base, installing culverts, matting etc to aid in creek crossings or wet areas. The install and removal of these site improvements will be provided by Others.

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and are hereby accepted.	**Vortex Services LLC**
Buyer: _____	
Signature: _____	**Authorized Signature:** _____
Date of Acceptance: _____	**Estimator:** Brandon Gerber (813) 326-8928 Bgerber@vortexcompanies.com

RESOLUTION NO. 2023-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The 2022-2023 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, at the Budget Workshop assembled on the 14th day of February, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-038-IFT

SELECT ADJUSTMENT TYPE: INTERFUND TRANSFER | REQUESTING DEPARTMENT #: 4125 | DATE PREPARED: 01/04/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 37,998	424-0000-381.91-24		IFT from 421 to 424	$ 0	$ 0	$ 37,998	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 37,998	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 37,998)	421-4125-536.46-00		Repairs & Maintenance	$ 0	$ 0	($ 37,998)	$ 0
$ 37,998	421-4010-581.91-24		IFT from 421 to 424	$ 0	$ 0	$ 37,998	$ 0
$ 37,998	424-4125-536.63-00	WS19MH	Infrastructure	$ 0	$ 0	$ 37,998	$ 0
($ 10,891)	424-4125-536.63-00	WS0904	Infrastructure	$ 0	$ 0	($ 10,891)	$ 0
$ 10,891	424-4125-536.63-00	WS19MH	Infrastructure	$ 0	$ 0	$ 10,891	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 37,998	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer $48,889 for the required manhole lining. Staff budgeted $200,000 in FY23, and the proposal is in the amount of $248,888.50. $37,998 will be an interfund transfer between water/sewer and the renewal & replace fund. $10,891 will be a project transfer within the R&R fund. This BAF will be sent for Council approval at the February 14, 2023 meeting, File numbers 23-37 (Vortex).

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** 02/14/23 ***RESOLUTION #:*** 2023-011

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

1/4/23	Melinda Keesee Digitally signed by Melinda Keesee Date: 2023.01.04 11:07:02 -05'00'	1/9/23	Colleen Campbell Digitally signed by Colleen Campbell Date: 2023.01.09 14:08:48 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2023.01.04 17:47:33 -05'00'		Lora Howell Digitally signed by Lora Howell Date: 2023.01.26 08:55:47 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/9/2022

12/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3657 BRIARPARK DRIVE, SUITE 700 Houston TX 77042 866-260-3538	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1494524 Vortex Services, LLC (See Attached Named Insured Schedule) 18150 Imperial Valley Dr. Houston TX 77060	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** The Continental Insurance Company — 35289 **INSURER B :** Continental Casualty Company — 20443 **INSURER C :** American Casualty Company of Reading, PA — 20427 **INSURER D :** Transportation Insurance Company — 20494 **INSURER E :** Crum & Forster Specialty Insurance Co — 44520 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 17062601 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y	Y	7036114722	12/11/2022	12/11/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BUA 7036414342 7036467431 (PD)	12/11/2022 12/11/2022	12/11/2023 12/11/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	7036114767	12/11/2022	12/11/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ XXXXXXX
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	7036114753 (AOS) 7036114770 (CA)	12/11/2022 12/11/2022	12/11/2023 12/11/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Contractors Pol./Prof. Liab. (E&O)(Claims Made)	Y	Y	PKC-113667	12/11/2022	12/11/2023	$5M Each Occ.; $5M Agg. $5M Each Wrongful Act	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractors Pollution Deductible: $50,000 each pollution condition. E&O (Professional) Deductible: $50,000 each claim. RE: Project: Cocoa Water Plant Rehabilitation. Additional Insured in favor of City of Cocoa on all policies (except Workers' Compensation/EL) where and to the extent required by written contract.

CERTIFICATE HOLDER

17062601
City of Cocoa
375 N Cocoa Blvd
Cocoa FL 32922

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Workers' Compensation/EL) contain a special endorsement with "Primary and Noncontributory" wording.

All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

VORTEX NAMED INSUREDS

Vortex Infrastructure Holdco, LLC

Vortex Companies, LLC

Vortex Infrastructure Services, LLC

Vortex Lining Systems, LLC F/K/A Quadex Lining Systems, LLC

Vortex Industrial Solutions, LLC

Vortex Services, LLC F/K/A VacVision Environmental, LLC dba VacVision, LLC

Excavating Services, LLC

North American Pipeline Services, LLC

Vortex Infrastructure Products, LLC

Quadex, LLC

Schwalm USA, LLC

Vortex Companies International, LLC

Vortex International US, Inc. F/K/A Quadex International US, Inc.

Vortex Canada Inc.

Fleer-Tech GmbH

Vortex Technology Group, LLC

CIPP Corp., LLC

Vortex Geotechnical, LLC

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

DocuSign Envelope ID: CBE29C92-669B-46DB-83C[redacted]8047B0B61C

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Vortex Companies, LLC, hereinafter referred to as the Contractor, having its principal place of business at 18150 Imperial Valley Drive, Houston, TX 77060.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins 07/01/18 and ends 06/30/21. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States

Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Vortex Companies, LLC

Signature Nicholas Banchetti
B7EF48F41231484...

Name Nicholas Banchetti

Title COO

Date 6/25/2018

H-GAC

DocuSigned by:
Signature
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 6/15/2018

DocuSign Envelope ID: EC943910-806A-445F-A113-44AD4714ADF1

HOUSTON-GALVESTON AREA COUNCIL

January 13, 2020

Mr. Lloyd Evans
Business & Systems Analyst
Vortex Companies, LLC
18150 Imperial Valley Drive
Houston, TX 77060

RE: Contract Changes on Contract TP07-18 for the Supply of Trenchless Pipeline Rehabilitation Services.

Dear Mr. Evans:

The Houston-Galveston Area Council has reviewed your request for contract changes in the above referenced contract (see attachments). We have determined that the changes are reasonable and conform to the provisions of the contract. Therefore, the request is approved.

Sincerely,

DocuSigned by:
Ronnie Barnes
D3E2DDD166F2488...

Ronnie O. Barnes
Director of Public Services

ROB/yf

Enclosures

Mailing Address
PO Box 22777
Houston, Texas 77227-2777
Phone 713-627-3200

Physical Address
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Phone 713-627-3200

DocuSign Envelope ID: EC943910-806A-445F-A113-44AD4714ADF1

Date: **January 9, 2020**

To: Brian Denzel

From: Bill Burton

RE: **Contract Change Request**
Vortex Companies, LLC – Contract #TP07-18

Vortex Companies, LLC in correspondence of January 6, 2020 has requested their contract be amended to reflect product updates published January 2020.

Staff has reviewed the request and determined it to be in accordance with applicable contract requirements. This request represents a product listing update only. There is no price increase. Approval is recommended.

Please advise if and when request is approved so that we may advise appropriate staff and arrange for website update.

WEB
Attachments

DocuSign Envelope ID: EC943910-806A-445F-A113-44AD4714ADF1

Burton, William

From: Lloyd Evans <levans@vortexcompanies.com>
Sent: Monday, January 6, 2020 8:33 AM
To: Johnson, Veronica; Burton, William
Subject: Vortex Companies - TP07-18 additional line items
Attachments: HGAC - Price List Vortex Companies 3 - 12.2019.pdf

Categories: Red Category

CAUTION: This message originated outside of H-GAC. Please do not click links or open attachments unless you recognize the source and know the content is safe. Report any suspicious email using the Phish Alert button.

Hello,

We would like to add the following line items to our price list for the contract TP07-18 Trenchless Pipeline Rehabilitation Services:

	G61	WTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SQFT	80.00
	G62	WTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SQFT	175.00
	G63	WTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	SQFT	25.00
	G64	WTP Structure Rehabilitation - 1-inch Geopolymer liner	SQFT	145.00
	G65	WTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G66	WWTP, WTP, Water Conveyance Structures/Systems Assessment Technician (engineering, inspection, etc.)	HR	300.00

I have amended our price list and attached the .pdf to this message highlighting the changes in section G.

This change would affect all of our entities:

Quadex Lining Systems, LLC
Ricor Services, LLC
Schwalm USA, LLC
VacVision Environmental, LLC
Vaught Services, LLC
Vortex Companies, LLC
Vortex Industrial Solutions, LLC
Vortex Turnkey Solutions, LLC

Please let us know if any further action is needed on our part as well as when we can move forward with quoting members using the new line items.

Thank you very much for all of our assistance!

Lloyd Evans
Business & Systems Analyst
Vortex Companies
p: (832) 371-6083
m: (209) 423-1838
a: 18150 Imperial Valley Dr.,
Houston TX 77060
w: vortexcompanies.com
e: levans@vortexcompanies.com

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FORM D - Products and Services Offerings (Tab B)				
Offer Name:		**Vortex Companies, LLC**		
Invitation No.		**TP07-18 Trenchless Pipeline Rehabilitation Services**		
Section	**Item No.**	**Full Description**	**UNITS**	**PRICE**
A. Clean/TV and Evaluation for Gravity Pipelines				
	A1	Sewer Main Television Inspection (8" through 15" Diameter)	LF	4.00
	A2	Sewer Main Television Inspection (18" through 24" Diameter)	LF	6.00
	A3	Sewer Main Television Inspection (27" through 36" Diameter)	LF	8.00
	A4	Sewer Main Television Inspection (42" through 48" Diameter)	LF	12.00
	A5	Sewer Main Television Inspection (54" through 60" Diameter)	LF	14.00
	A6	Sewer Main Television Inspection (66" through 72" Diameter)	LF	22.00
	A7	Sewer Main Television Inspection (78" through 90" Diameter)	LF	35.00
	A8	Sewer Main Television Insepction (96" through 108" Diameter)	LF	40.00
	A9	Sewer Main Cleaning - Normal (8" through 15" Diameter)	LF	4.00
	A10	Sewer Main Cleaning - Normal (18" through 24" Diameter)	LF	6.00
	A11	Sewer Main Cleaning - Normal (27" through 36" Diameter)	LF	8.00
	A12	Sewer Main Cleaning - Normal (42" through 48" Diameter)	LF	12.00
	A13	Sewer Main Cleaning - Normal (54" through 60" Diameter)	LF	14.00
	A14	Sewer Main Cleaning - Normal (66" through 72" Diameter)	LF	22.00
	A15	Sewer Main Cleaning - Normal (78" through 90" Diameter)	LF	35.00
	A16	Sewer Main Cleaning - Normal (96" through 108" Diameter)	LF	40.00
	A17	Sewer Main Cleaning - Mechanical (8" through 15" Diameter)	LF	6.00
	A18	Sewer Main Cleaning - Mechanical (18" through 24" Diameter)	LF	8.00
	A19	Sewer Main Cleaning - Mechanical (27" through 36" Diameter)	LF	25.00
	A20	Sewer Main Cleaning - Mechanical (42" through 48" Diameter)	LF	35.00
	A21	Sewer Main Cleaning - Mechanical (54" through 60" Diameter)	LF	38.00
	A22	Sewer Main Cleaning - Mechanical (66" through 72" Diameter)	LF	55.00
	A23	Sewer Main Cleaning - Mechanical (78" through 90" Diameter)	LF	80.00
	A24	Sewer Main Cleaning - Mechanical (96" through 108" Diameter)	LF	110.00
	A25	6" Clean and TV storm sewer	LF	5.52
	A26	8" Clean and TV storm sewer	LF	5.52
	A27	10" Clean and TV storm sewer	LF	6.90
	A28	12" Clean and TV storm sewer	LF	6.90
	A29	15" Clean and TV storm sewer	LF	9.66
	A30	18" Clean and TV storm sewer	LF	13.80
	A31	21" Clean and TV storm sewer	LF	16.56
	A32	24" Clean and TV storm sewer	LF	19.32
	A33	27" Clean and TV storm sewer	LF	20.70
	A34	30" Clean and TV storm sewer	LF	27.60
	A35	33" Clean and TV storm sewer	LF	34.50
	A36	36" Clean and TV storm sewer	LF	41.40
	A37	42" Clean and TV storm sewer	LF	55.20
	A38	48" Clean and TV storm sewer	LF	69.00
	A39	54" Clean and TV storm sewer	LF	82.80
	A40	60" Clean and TV storm sewer	LF	100.00
	A41	66" Clean and TV storm sewer	LF	115.00
	A42	72" Clean and TV storm sewer	LF	130.00
	A43	78" Clean and TV storm sewer	LF	145.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	A44	84" Clean and TV storm sewer	LF	160.00
	A45	90" Clean and TV storm sewer	LF	175.00
	A46	96" Clean and TV storm sewer	LF	190.00
	A47	102" Clean and TV storm sewer	LF	205.00
	A48	108" Clean and TV storm sewer	LF	220.00
	A49	114" Clean and TV storm sewer	LF	235.00
	A50	Greater than 114" Clean and TV storm sewer	LF	250.00
	A51	6" - 12" Post TV Inspection After Rehabilitation	LF	5.00
	A52	14" - 20" Post TV Inspection After Rehabilitation	LF	5.00
	A53	21" - 36" Post TV Inspection After Rehabilitation	LF	9.00
	A54	37"- 42" Post TV Inspection After Rehabilitation	LF	12.00
	A55	43"- 48" Post TV Inspection After Rehabilitation	LF	22.00
	A56	49"- 54" Post TV Inspection After Rehabilitation	LF	32.00
	A57	55"- 60" Post TV Inspection After Rehabilitation	LF	42.00
	A58	61"- 72" Post TV Inspection After Rehabilitation	LF	52.00
	A59	73" or Larger Post TV Inspection After Rehabilitation	LF	62.00
	A60	Heavy Lift Station Cleaning (Remove all Debris to Bottom of LS - 4 hr minimum)	EA	4312.00
	A61	Major Lift Station Cleaning - Additional Hours	HR	1078.00
	A62	Minor Lift Station Cleaning (Skimming Top of LS - 4 hr minimum)	EA	1150.00
	A63	Minor Lift Station Cleaning - Additional Hours	HR	287.50
	A64	Vactor Truck Services	HR	500.00
	A65	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Small)	YD	90.00
	A66	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Large)	YD	350.00
	A67	Re-setup for TV Due to Point Repairs or Obstructions	EA	300.00
	A68	Mechanical Root removal	LF	8.00
	A69	Grease removal	LF	3.22
	A70	Other Remote Obstruction removal (max. 5 lf)	EA	690.00
	A71	Smoke Testing	LF	1.84
	A72	Manhole/Cleanout & Sewer Line Visual Inspection	EA	184.00
	A73	GPS Survey of Manholes & Cleanouts	EA	400.00
	A74	Heavy Debris Removal - MAN ENTRY	EA	250.00
	A75	Heavy Debris Removal - LARGE DIAMETER MAN ENTRY	EA	500.00
	A76	Heavy Debris Removal - REMOTE ENTRY	LF	1000.00
	A77	Dyed Water Flooding/Leak Quantification & Evaluation	EA	322.00
B. Centrifugally Cast Pipe Rehabilitation for Sewer Lines				
	B1	36" STORM PIPE - QLS REHABILITATION - 1." Thickness	LF	405.00
	B2	42" STORM PIPE - QLS REHABILITATION - 1." Thickness	LF	430.00
	B3	48" STORM PIPE - QLS REHABILITATION - 1." Thickness	LF	460.00
	B4	54" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	645.00
	B5	60” STORM PIPE - QLS CAST REHABILITATION - 1.5" Thickness	LF	678.00
	B6	66” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	715.00
	B7	72” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	850.00
	B8	78” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	925.00
	B9	84” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1075.00
	B10	90” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1200.00
	B11	96” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1500.00
	B12	102" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1800.00
	B13	108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2300.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	B14	Greater than 108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2700.00
	B15	NON ROUND SEWER PIPE	SF	55.00
	B16	36" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	LF	405.00
	B17	42" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	LF	430.00
	B18	48" SANITARY PIPE - QLS REHABILITATION - 1" Thickness	LF	460.00
	B19	54" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	645.00
	B20	60” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	678.00
	B21	66” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	715.00
	B22	72” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	850.00
	B23	78” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	925.00
	B24	84” SANITARY PIPE - QLS CAST REHABILITATION - 1.5" Thickness	LF	1075.00
	B25	90” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1200.00
	B26	96” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1500.00
	B27	102" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1800.00
	B28	108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2300.00
	B29	Greater than 108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2700.00
	B30	EACH ADDITIONAL .5" Thickness	SF	15.00
	B31	REINFORCEMENT WITH WELDED WIRE FABRIC- 4X4W4	SF(of WWF)	15.00
	B32	REINFORCEMENT WITH REBAR- #3	LF(of Rebar)	10.00
	B33	REINFORCEMENT WITH REBAR- #4	LF(of Rebar)	20.00
	B34	REINFORCEMENT WITH REBAR- #8	LF(of Rebar)	40.00
	B35	INFILTRATION CONTROL- CHEMICAL GROUT	GALLON	100.00
	B36	INFILTRATION CONTROL- QUAD-PLUG	PAIL	50.00
	B37	REBUILD INVERT	CF	75.00
	B38	JOINT PREPARATION	LF	20.00
	B39	ANTIMICROBIAL APPLICATION	SF	5.00
	B40	CHANNEL EXCAVATION	CY	50.00
	B41	DEBRIS REMOVAL	CY	65.00
	B42	CLEARING AND GRUBBING	AC	4500.00
	B43	TREE REMOVAL (6” – 12”)	EACH	1500.00
	B44	TREE REMOVAL (13” – 23”)	EACH	3000.00
	B45	TREE REMOVAL (> 24”)	EACH	5000.00
	B46	REWORK CATCHBASIN COVER TO ACCEPT NEW MANHOLE COVERS	EACH	1200.00
	B47	SERVICE LATERAL REINSTATEMENT - MAN ENTRY	EACH	250.00
C. Cured-In-Place Pipe (CIPP) Rehabilitation for Sewer Lines				
	C1	6" x 4.5mm STEAM / WATER CURE	LF	36.80
	C2	8" x 6.0mm STEAM WATER CURE	LF	34.96
	C3	10" x 6.0mm STEAM /WATER CURE	LF	38.64
	C4	12" x 6.0mm STEAM /WATER CURE	LF	53.36
	C5	15" x 7.5mm STEAM /WATER CURE	LF	64.40
	C6	18" x 9.0mm STEAM/WATER CURE	LF	78.20
	C7	21" x 9.0mm STEAM/WATER CURE	LF	105.80
	C8	24" x 10.5mm STEAM/WATER CURE	LF	128.80
	C9	27" x 10.5mm STEAM /WATER CURE	LF	147.20
	C10	30" x 12.0mm STEAM /WATER CURE	LF	174.80
	C11	33" x 12.0mm STEAM /WATER CURE	LF	207.00
	C12	36" x 12.0mm STEAM /WATER CURE	LF	230.00
	C13	42" x 13.5mm STEAM/WATER CURE	LF	257.60

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	C14	48" x 15.0mm STEAM /WATER CURE	LF	432.40
	C15	54" x 18.0mm STEAM/WATER CURE	LF	552.00
	C16	60" x 22.5mm STEAM /WATER CURE	LF	650.00
	C17	6" & 8" Additional 1.5mm	LF	0.92
	C18	10" & 12" Additional 1.5mm	LF	4.60
	C19	15" & 18" Additional 1.5mm	LF	13.80
	C20	21" & 24" Additional 1.5mm	LF	23.00
	C21	27" Additional 1.5mm	LF	27.60
	C22	30" Additional 1.5mm	LF	32.20
	C23	33" Additional 1.5mm	EA	36.80
	C24	36" Additional 1.5mm	EA	41.40
	C25	42" Additional 1.5mm	EA	46.00
	C26	48" Additional 1.5mm	EA	55.20
	C27	54" Additional 1.5mm	EA	64.40
	C28	60" Additional 1.5mm	EA	75.00
	C29	Internal reconnects on Cured-in-place pipe	EA	276.00
	C30	6" & 8" Additional .7mm	LF	4.00
	C31	10" & 12" Additional .7mm	LF	7.00
	C32	15" Additional .7mm	LF	9.00
	C33	18" Additional .7mm	LF	10.00
	C34	21" Additional .7mm	LF	12.00
	C35	24" Additional .7mm	LF	14.00
	C36	27" Additional .7mm	LF	15.00
	C37	30" Additional .7mm	LF	17.00
	C38	33" Additional .7mm	LF	18.00
	C39	36" Additional .7mm	LF	20.00
	C40	42" Additional .7mm	LF	29.00
	C41	48" Additional .7mm	LF	42.00
	C42	6"-12" CIPP Set-up Charge	LF	7.00
	C43	15"-18" CIPP Set-up Charge	LF	12.00
	C44	21"-24" CIPP Set-up Charge	LF	18.00
	C45	27"-36" CIPP Set-up Charge	LF	24.00
	C46	42"-48" CIPP Set-up Charge	LF	24.00
	C47	6" - 12" CIPP Additional Charge Per Install Length (>200')	LF	36.00
	C48	15" - 18" CIPP Additional Charge Per Install Length (>200')	LF	42.00
	C49	21" - 24" CIPP Additional Charge Per Install Length (>200')	LF	42.00
	C50	27" - 36" CIPP Additional Charge Per Install Length (>200')	LF	48.00
	C51	42" - 48" CIPP Additional Charge Per Install Length (>200')	LF	54.00
	C52	6" to 12" Backyard Easement Additional Set-up Per Install Length	LF	5.00
	C53	15" to 24" Backyard Easement Additional Set-up Per Install Length	LF	10.00
	C54	27" to 48" Backyard Easement Additional Set-up Per Install Length	LF	15.00
	C55	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C56	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C57	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C58	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C59	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C60	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C61	4"-6" Installation and cure of lateral liner from surface clean out to main	LF	5980.00
	C62	4"-6" Set-up for installations of <20 each total	EA	4600.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	C63	4"-6" Set-up for installations of 20-50 each total	EA	3220.00
	C64	4"-6" Set-up for installations of 51-150 each total	EA	1840.00
	C65	6" - 12" CIPP Setup Charge (< 300 LF)	EA	1000.00
	C66	15" - 21" CIPP Setup Charge (< 300 LF)	EA	1500.00
	C67	24" - 36" CIPP Setup Charge (< 300 LF)	EA	2000.00
	C68	36" or Larger CIPP Setup Charge (< 300 LF)	EA	4000.00
	C69	Backyard Easement Setup (6" - 10")	EA	2500.00
	C70	Backyard Easement Setup (12" - 18")	EA	3500.00
	C71	Timber Matting for Large Diameter Setup	SY	75.00
D. Pipe Bursting Rehabilitation for Sewer Lines				
	D1	Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep)	LF	55.00
	D2	Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep)	LF	61.00
	D3	Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep)	LF	66.00
	D4	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	LF	63.00
	D5	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	LF	66.00
	D6	Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep)	LF	70.00
	D7	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	LF	72.00
	D8	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	LF	78.00
	D9	Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep)	LF	83.00
	D10	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	LF	81.00
	D11	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	LF	85.00
	D12	Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep)	LF	90.00
	D13	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	LF	130.00
	D14	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	LF	142.00
	D15	Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep)	LF	165.00
	D16	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	LF	160.00
	D17	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	LF	188.00
	D18	Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep)	LF	200.00
	D19	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	LF	190.00
	D20	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	LF	224.00
	D21	Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep)	LF	255.00
	D22	Burst existing 21" or 24" to 24" IPS SDR 19 (0'- 8' deep)	LF	240.00
	D23	Burst existing 21" or 24" to 24" IPS SDR 19 (8'- 12' deep)	LF	270.00
	D24	Burst existing 21" or 24" to 24" IPS SDR 19 (12'- 16' deep)	LF	300.00
	D25	Burst existing 24" or 27" to 28" IPS SDR 19 (0'- 8' deep)	LF	285.00
	D26	Burst existing 24" or 27" to 28" IPS SDR 19 (8'- 12' deep)	LF	300.00
	D27	Burst existing 24" or 27" to 28" IPS SDR 19 (12'- 16' deep)	LF	334.00
	D28	Burst existing 27" or 30" to 30" IPS SDR 19 (0'- 8' deep)	LF	305.00
	D29	Burst existing 27" or 30" to 30" IPS SDR 19 (8'- 12' deep)	LF	340.00
	D30	Burst existing 27" or 30" to 30" IPS SDR 19 (12'- 16' deep)	LF	375.00
	D31	8" - 12" Pipeburst Setup Charge (< 300 LF)	EA	3500.00
	D32	16" - 22" Pipeburst Setup Charge (< 300 LF)	EA	4000.00
	D33	24" or Larger Pipeburst Setup Charge (< 300 LF)	EA	6500.00
E. Pipe Bursting Rehabilitation for Water Lines				
	E1	Install 2" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	65.00
	E2	Install 4" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	80.00
	E3	Install 6" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	95.00

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	E4	Install 8" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	115.00
	E5	Install 10" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	135.00
	E6	Install 12" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	165.00
	E7	6" Flow Stop	EA	6500.00
	E8	8" Flow Stop	EA	7200.00
	E9	10" Flow Stop	EA	8800.00
	E10	12" Flow Stop	EA	10500.00
	E11	3/4" Service Tap, Install on 4"-8" Waterline	EA	1000.00
	E12	1" Service Tap, Install on 4"-8" Waterline	EA	1200.00
	E13	1.5" Service Tap, Install on 4"-8" Waterline	EA	1450.00
	E14	2" Service Tap, Install on 4"-8" Waterline	EA	2000.00
	E15	3/4" Service Tap, Install on 10"-12" Waterline	EA	1000.00
	E16	1" Service Tap, Install on 10"-12" Waterline	EA	1200.00
	E17	1.5" Service Tap, Install on 10"-12" Waterline	EA	1450.00
	E18	2" Service Tap, Install on 10"-12" Waterline	EA	2000.00
	E19	Install 4"-8" tee, to any size	EA	3600.00
	E20	Install 10"-12" tee, to any size	EA	4800.00
	E21	Install 4"-8" mechanical joint wet connection, to any size	EA	2750.00
	E22	Install 10"-12" wet connection, to any size	EA	6000.00
	E23	Auger and encase 4"-8", all depths, complete in place (to include pipe in casing)	LF	305.00
	E24	Auger and encase 10"-12", all depths, complete in place (to include pipe in casing)	LF	595.00
	E25	Annual and void space grouting	CY	200.00
	E26	Install 1" Corporation Stop with Valve Box	EA	400.00
	E27	Install 2" Corporation Stop with Valve Box	EA	700.00
	E28	Install 4" gate valve & box	EA	600.00
	E29	Install 6" gate valve & box	EA	800.00
	E30	Install 8" gate valve & box	EA	1200.00
	E31	Install 12" gate valve & box	EA	2200.00
	E32	Install 8"x2" service saddle	EA	900.00
	E33	Install 12"x1" service saddle	EA	1200.00
	E34	Install 12"x2" service saddle	EA	1300.00
	E35	Connect new 1" water line w/existing 1" water line	EA	400.00
	E36	Connect new 2" water line w/existing 2" water line	EA	500.00
	E37	Connect new 4" water line w/existing 4" water line	EA	600.00
	E38	Connect new 6" water line w/existing 6" water line	EA	700.00
	E39	Connect new 8" water line w/existing 8" water line	EA	800.00
	E40	Connect new 12" water line w/existing 12" water line	EA	1000.00
	E41	Install 3/4 inch service connections	EA	525.00
	E42	Remove and dispose of existing fire hydrant	EA	500.00
	E43	Salvage existing fire hydrant and re-install in new location	EA	3200.00
	E44	Repair pavement with cold mix asphalt	TON	150.00
	E45	Furnish and install 8" x 6" ductile iron fire hydrant tee	EA	535.00
	E46	Furnish and install 6" ductile iron pipe fire hydrant lead piping	EA	625.00
	E47	Furnish and install 8" x 6" fire hydrant or approved equal, including lead & FH valve	EA	4500.00
F. Sliplining With HDPE or FRP Rehabilitation				
	F1	6" HDPE IPS SDR 21 (0'- 8' deep)	LF	46.00
	F2	6" HDPE IPS SDR 21 (8'- 12' deep)	LF	50.60
	F3	6" HDPE IPS SDR 21 (12'- 16' deep)	LF	55.20

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	F4	8" HDPE IPS SDR 21 (0'- 8' deep)	LF	46.00
	F5	8" HDPE IPS SDR 21 (8'- 12' deep)	LF	50.60
	F6	8" HDPE IPS SDR 21 (12'- 16' deep)	LF	55.20
	F7	10" HDPE IPS SDR 21 (0'- 8' deep)	LF	50.60
	F8	10" HDPE IPS SDR 21 (8'- 12' deep)	LF	55.20
	F9	10" HDPE IPS SDR 21 (12'- 16' deep)	LF	59.80
	F10	12" HDPE IPS SDR 21 (0'- 8' deep)	LF	59.80
	F11	12" HDPE IPS SDR 21 (8'- 12' deep)	LF	64.40
	F12	12" HDPE IPS SDR 21 (12'- 16' deep)	LF	69.00
	F13	16" HDPE IPS SDR 21 (0'- 8' deep)	LF	69.00
	F14	16" HDPE IPS SDR 21 (8'- 12' deep)	LF	78.20
	F15	16" HDPE IPS SDR 21 (12'- 16' deep)	LF	92.00
	F16	18" HDPE IPS SDR 21 (0'- 8' deep)	LF	82.80
	F17	18" HDPE IPS SDR 21 (8'- 12' deep)	LF	92.00
	F18	18" HDPE IPS SDR 21 (12'- 16' deep)	LF	110.40
	F19	20" HDPE IPS SDR 21 (0'- 8' deep)	LF	110.40
	F20	20" HDPE IPS SDR 21 (8'- 12' deep)	LF	119.60
	F21	20" HDPE IPS SDR 21 (12'- 16' deep)	LF	133.40
	F22	24" HDPE IPS SDR 21 (0'- 8' deep)	LF	128.80
	F23	24" HDPE IPS SDR 21 (8'- 12' deep)	LF	138.00
	F24	24" HDPE IPS SDR 21 (12'- 16' deep)	LF	151.80
	F25	27" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	253.00
	F26	30" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	276.00
	F27	36" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	322.00
	F28	42" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	368.00
	F29	48" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	506.00
	F30	54" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	552.00
	F31	60" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	736.00
	F32	72" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	920.00
	F33	27" Installation of FRP or SRPCP segments <10lf joints	LF	303.60
	F34	30" Installation of FRP or SRPCP segments <10lf joints	LF	331.20
	F35	36" Installation of FRP or SRPCP segments <10lf joints	LF	386.40
	F36	42" Installation of FRP or SRPCP segments <10lf joints	LF	441.60
	F37	48" Installation of FRP or SRPCP segments <10lf joints	LF	607.20
	F38	54" Installation of FRP or SRPCP segments <10lf joints	LF	662.40
	F39	60" Installation of FRP or SRPCP segments <10lf joints	LF	883.20
	F40	72" Installation of FRP or SRPCP segments <10lf joints	LF	1104.00
	F41	27" Set-up for contiguous installations < 150 lf	LS	920.00
	F42	30" Set-up for contiguous installations < 150 lf	LS	1840.00
	F43	36" Set-up for contiguous installations < 150 lf	LS	1840.00
	F44	42" Set-up for contiguous installations < 150 lf	LS	1840.00
	F45	48" Set-up for contiguous installations < 150 lf	LS	1840.00
	F46	54" Set-up for contiguous installations < 150 lf	LS	1840.00
	F47	60" Set-up for contiguous installations < 150 lf	LS	1840.00
	F48	72" Set-up for contiguous installations < 150 lf	LS	1840.00
	F49	All Sizes Annular space grouting cement slurry base	CUFT	60.00
	F50	All Sizes Set-up for annular space grouting <100 cubic feet	LS	5000.00
	F51	High Density Urethane for grouting, slab lifting, void filling, pipe sealing etc.(500lb.min)	LB	92.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
G. Manhole and Structure Rehabilitation				
	G1	Structure (Manhole) Rehabilitation and Corrosion Protection and Additional Associated Items.		
	G2	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Portland-based cementitious liner	VF	150.00
	G3	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Portland-based cementitious liner	VF	160.00
	G4	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Portland-based cementitious liner	VF	170.00
	G5	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	VF	200.00
	G6	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	VF	230.00
	G7	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	VF	260.00
	G8	Manhole Rehabilitation (Standard 4-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	300.00
	G9	Manhole Rehabilitation (Standard 5-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	350.00
	G10	Manhole Rehabilitation (Standard 6-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	400.00
	G11	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Geopolymer liner	VF	400.00
	G12	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Geopolymer liner	VF	450.00
	G13	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Geopolymer liner	VF	500.00
	G14	Manhole Rehabilitation (Standard 4-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	600.00
	G15	Manhole Rehabilitation (Standard 5-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	650.00
	G16	Manhole Rehabilitation (Standard 6-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	700.00
	G17	Rebuild Bench and Invert	EA	1000.00
	G18	Lift / Pump Station Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SQFT	80.00
	G19	Lift / Pump Station Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SQFT	175.00
	G20	Lift / Pump Station Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	SQFT	25.00
	G21	Lift / Pump Station Rehabilitation - 1-inch Geopolymer liner	SQFT	145.00
	G22	Lift / Pump Station Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G23	WWTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SQFT	80.00
	G24	WWTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SQFT	175.00
	G25	WWTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	SQFT	25.00
	G26	WWTP Structure Rehabilitation - 1-inch Geopolymer liner	SQFT	145.00
	G27	WWTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G28	Vacuum Test Manhole (12" mainline or smaller)	EA	400.00
	G29	Holiday Test Manhole (Epoxy Only)	EA	400.00
	G30	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch cementitious	SQFT	35.00
	G31	Manhole Rehabilitation - Epoxy/Polyurea/or approved equal - (Standard 4-ft Diameter)	VF	400.00
	G32	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - Epoxy/Polyurea/or approved equal	SQFT	80.00
	G33	Manhole Rehabilitation - w/1 inch Geopolymer	VF	400.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	G34	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch Geopolymer	SQFT	145.00
	G35	Installation of FRP rehabilitation structures up to 6' depth (Standard 4-ft Diameter)	EA	1800.00
	G36	Additional depth for FRP rehabilitation structures (Standard 4-ft Diameter)	VF	400.00
	G37	All Sizes Installation of poured in place structure without forms remaining depth <10 vf	SQFT	90.00
	G38	All Sizes Installation of poured in place structure with forms remaining depth <10 vf	SQFT	90.00
	G39	All Sizes Installation of poured in place structure without forms remaining depth +10 vf <20 vf	SQFT	90.00
	G40	All Sizes Installation of poured in place structure with forms remaining depth +10 vf <20 vf	SQFT	90.00
	G41	All Sizes Installation of poured in place structure without forms remaining depth +20 vf <40 vf	SQFT	90.00
	G42	All Sizes Installation of poured in place structure with forms remaining depth +20 vf <40 vf	SQFT	90.00
	G43	All Sizes Set-up for install of poured in place MH structure <100 sq ft	LS	1380.00
	G44	All Sizes Installation of Manhole Chimney Seal	EA	552.00
	G45	New manhole frame and cover-24"	EA	850.00
	G46	New manhole frame and cover-32"	EA	1500.00
	G47	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-24"	EA	1600.00
	G48	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-32"	EA	1920.00
	G49	Adjust manhole frame and cover up to 1 Ft	EA	950.00
	G50	Adjust manhole frame and cover over 1 Ft	VF	500.00
	G51	Invert Installation, 4' Dia.	EACH	1400.00
	G52	Invert Installation, 5' Dia.	EACH	1500.00
	G53	Invert Installation, 6' Dia.	EACH	1700.00
	G54	Invert Installation, Other Configurations	SF	2500.00
	G55	MACP MH Inspections - Level 1	EA	125.00
	G56	MACP MH Inspections - Level 2	EA	225.00
	G57	MACP MH Inspections - w/ Lidar - Level 2	EA	275.00
	G58	MACP MH Inspections - Level 1 (Deliverable)	EA	20.00
	G59	MACP MH Inspections - Level 2 (Deliverable)	EA	125.00
	G60	MACP MH Inspections w/ Lidard - Level 2 (Deliverable)	EA	200.00
	G61	WTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or Approved Equal	SQFT	80.00
	G62	WTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyeurea	SQFT	175.00
	G63	WTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious Liner	SQFT	25.00
	G64	WTP Structure Rehabilitation - 1-inch Geopolymer Liner	SQFT	145.00
	G65	WTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G66	Assessment Technician (Engineering, Inspection, Etc.) - $300	HR	300.00
H. Excavation and Associated Items.				
	H1	6" - 8" Point repair (0'- 8' deep)	EA	4830.00
	H2	6" - 8" Point repair (8'- 12' deep)	EA	5520.00
	H3	6" - 8" Point repair (12'-16' deep)	EA	10350.00
	H4	10" - 12" Point repair (0'- 8' deep)	EA	5060.00
	H5	10" - 12" Point repair (8'- 12' deep)	EA	5750.00
	H6	10" - 12" Point repair (12'-16' deep)	EA	11500.00
	H7	15" - 18" Point repair (0'-8' deep)	EA	6900.00
	H8	15" - 18" Point repair (8'-12' deep)	EA	8050.00
	H9	15" - 18" Point repair (12'-16' deep)	EA	13800.00
	H10	21" - 24" Point repair (0'-8' deep)	EA	13800.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	H11	21" - 24" Point repair (8'-12' deep)	EA	16100.00
	H12	21" - 24" Point repair (12'-16' deep)	EA	20700.00
	H13	6" - 8" Point repair extra length over 10 linear feet	LF	89.70
	H14	10" - 12" Point repair extra length over 10 linear feet	LF	89.70
	H15	15" - 18" Point repair extra length over 10 linear feet	LF	138.00
	H16	21" - 24" Point repair extra length over 10 linear feet	LF	207.00
	H17	Obstruction Removal (0'- 12' deep)	EA	3450.00
	H18	Obstruction Removal (12'- 15' deep)	EA	5750.00
	H19	External reconnect (0'- 8' deep) up to 5 linear feet	EA	1265.00
	H20	External reconnect (8'- 12' deep) up to 5 linear feet	EA	1725.00
	H21	External reconnect (12'- 16' deep) up to 5 linear feet	EA	4025.00
	H22	External reconnect (16-20' deep) up to 5 linear feet	EA	9775.00
	H23	External reconnect (over 20' deep) up to 5 linear feet	EA	14375.00
	H24	Extra length service connection over 5 linear feet	LF	127.00
	H25	Remove and replace or install cleanout	EA	1840.00
	H26	New pipe installation by open cut 6" - 8" (0'- 8' deep)	LF	75.00
	H27	New pipe installation by open cut 6" - 8" (8'- 12' deep)	LF	80.00
	H28	New pipe installation by open cut 6" - 8" (12'-16' deep)	LF	105.00
	H29	New pipe installation by open cut 10" - 12" (0'- 8' deep)	LF	79.00
	H30	New pipe installation by open cut 10" - 12" (8'- 12' deep)	LF	86.00
	H31	New pipe installation by open cut 10" - 12" (12'-16' deep)	LF	115.00
	H32	New pipe installation by open cut 15" - 18" (0'-8' deep)	LF	125.00
	H33	New pipe installation by open cut 15" - 18" (8'-12' deep)	LF	145.00
	H34	New pipe installation by open cut 15" - 18" (12'-16' deep)	LF	165.00
	H35	New pipe installation by open cut 21" - 24" (0'-8' deep)	LF	145.00
	H36	New pipe installation by open cut 21" - 24" (8'-12' deep)	LF	165.00
	H37	New pipe installation by open cut 21" - 24" (12'-16' deep)	LF	185.00
	H38	Mobilization for open cut WO under 200' of pipe	EA	2500.00
	H39	Connection to existing manhole for open cut intallation	EA	2000.00
	H40	Pipe Seal Fix (8" Diameter)-Stainless Steel with EDPM	EA	3500.00
	H41	Pipe Seal Fix (10" Diameter)-Stainless Steel with EDPM	EA	3640.00
	H42	Pipe Seal Fix (12" Diameter)-Stainless Steel with EDPM	EA	3780.00
	H43	Pipe Seal Fix (15" Diameter)-Stainless Steel with EDPM	EA	4060.00
	H44	Pipe Seal Fix (18" Diameter)-Stainless Steel with EDPM	EA	4340.00
	H45	Pipe Seal Fix (21" Diameter)-Stainless Steel with EDPM	EA	4760.00
	H46	Pipe Seal Fix (24" Diameter)-Stainless Steel with EDPM	EA	5320.00
	H47	Access Pit (0'-8' deep)	EA	2875.00
	H48	Access Pit (8'-12' deep)	EA	4025.00
	H49	Access Pit (12'-16' deep)	EA	7475.00
	H50	Access Pit (16'-20' deep)	EA	9775.00
	H51	Access Pit (over 20' deep)	EA	15000.00
	H52	Potholing for Nearby Utility Location or Obstruction Removal (0'-8' deep)	EA	2300.00
	H53	Potholing for Nearby Utility Location or Obstruction Removal (8'-12' deep)	EA	2875.00
	H54	Potholing for Nearby Utility Location or Obstruction Removal (12'-16' deep)	EA	4025.00
	H55	Potholing for Nearby Utility Location or Obstruction Removal (16'-20' deep)	EA	7475.00
	H56	Trench safety (0-8' deep)	LF	5.75
	H57	Trench safety (8-12' deep)	LF	9.00
	H58	Trench safety (12-16' deep)	LF	20.00
	H59	Trench safety (16-20' deep)	LF	35.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	H60	Trench safety over 20' deep)	LF	100.00
	H61	Install New 4' DIA precast manhole 0' - 6' deep	EA	5980.00
	H62	Extra depth 4' DIA precast manhole over 6' deep	VF	633.00
	H63	Install New 5' DIA precast manhole 0' - 6' deep	EA	7820.00
	H64	Extra depth 5' DIA precast manhole over 6' deep	VF	863.00
	H65	Install New 6' DIA precast manhole 0' - 6' deep	EA	11270.00
	H66	Extra depth 6' DIA precast manhole over 6' deep	VF	1214.00
	H67	Install New 4' DIA fiberglass manhole 0' - 6' deep	EA	6325.00
	H68	Extra depth 4' DIA fiberglass manhole over 6' deep	VF	633.00
	H69	Install New 5' DIA fiberglass manhole 0' - 6' deep	EA	8050.00
	H70	Extra depth 5' DIA fiberglass manhole over 6' deep	VF	914.00
	H71	Install New 6' DIA fiberglass manhole 0' - 6' deep	EA	13800.00
	H72	Extra depth 6' DIA fiberglass manhole over 6' deep	VF	1214.00
	H73	Sanitary Sewer Structure, Type B Structure, Up to 6' deep	EA	14375.00
	H74	Extra Depth Type B Structure, greater than 6' depth	VF	863.00
	H75	Sanitary Sewer Structure, Type C Structure, Up to 6' deep	EA	14375.00
	H76	Extra Depth Type C Structure, greater than 6' depth	VF	863.00
	H77	Cement stabilized sand	TON	44.00
	H78	Granular backfill/Crushed Rock	TON	41.00
	H79	Flowable Fill	CY	167.00
	H80	Dewatering setup (well pointing) maximum 25' deep, includes 20 linear feet setup	EA	8625.00
	H81	Extra length dewatering over 20 linear feet	LF	100.00
	H82	Operation Maintain Well Points by the Day	DAY	978.00
	H83	Extra hand excavation	CY	144.00
I. Horizontal Directional Drilling (HDD)				
	I1	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	38.79
	I2	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	38.79
	I3	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	45.00
	I4	2"-4" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	46.88
	I5	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	5.63
	I6	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	43.28
	I7	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	43.28
	I8	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	48.91
	I9	6"-8" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	59.21
	I10	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	8.13
	I11	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	46.88
	I12	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	46.88
	I13	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	50.68
	I14	10"-12" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	70.31
	I15	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	13.75
	I16	15"-18" Installation of pipe clay ground conditions (pipe cost excluded	IN/DIA/LF	160.71
	I17	15"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	160.71
	I18	15"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded	IN/DIA/LF	208.34
	I19	15"-18" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	225.00
	I20	15"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	26.04
	I21	21"-24" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	187.50
	I22	21"-24" Installation of pipe loose sand ground conditions (pipe cost excluded	IN/DIA/LF	187.50
	I23	21"-24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	255.69

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	I24	21"-24" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	312.50
	I25	21"-24" Installation of pipe ground conditions per 1000 psi increase over 8000 ps	IN/DIA/LF	31.96
	I26	Access Pit for Directional Drill (0'-8' deep)	EA	1106.25
	I27	Access Pit for Directional Drill (8'-12' deep)	EA	1666.25
	I28	Access Pit for Directional Drill (12'-16' deep)	EA	2962.50
	I29	Access Pit for Directional Drill (16'-20' deep)	EA	5556.25
	I30	2"-4" Set-up for contiguous lengths <150 lf	LS	3625.00
	I31	6"-8" Set-up for contiguous lengths <150 lf	LS	3625.00
	I32	10"-12" Set-up for contiguous lengths <150 lf	LS	3625.00
	I33	15"-18" Set-up for contiguous lengths <150 lf	LS	3625.00
	I34	21"-24" Set-up for contiguous lengths <150 lf	LS	3625.00
	I35	27"-36" Set-up for contiguous lengths <150 lf	LS	3625.00
J. Bypass Pumping for Gravity Pipe and Associated Items.				
	J1	Set up 4" pump and piping including up to 1000 feet of bypass discharge line	EA	2559.00
	J2	Set up 6" pump and piping including up to 1000 feet of bypass discharge line	EA	4800.00
	J3	Set up 8" pump and piping including up to 1000 feet of bypass discharge line	EA	11000.00
	J4	Set up 12" pump and piping including up to 1000 feet of bypass discharge line	EA	17400.00
	J5	Set up 18" pump and piping including up to 1000 feet of bypass discharge line	EA	27000.00
	J6	Additional Length 8" Bypass Discharge Line over 1000 feet	LF	36.00
	J7	Additional Length 10" Bypass Discharge Line over 1000 feet	LF	48.00
	J8	Additional Length 12" Bypass Discharge Line over 1000 feet	LF	88.00
	J9	Additional Length 18" Bypass Discharge Line over 1000 feet	LF	132.00
	J10	Operate 4" pumping System per pump	DAY	500.00
	J11	Operate 6" pumping System per pump	DAY	2880.00
	J12	Operate 8" pumping System per pump	DAY	5640.00
	J13	Operate 12" pumping System per pump	DAY	8840.00
	J14	Operate 18" pumping System per pump	DAY	17760.00
	J15	Bypass - Driveway Ramp (Setup, Operate, Maintain)	DAY	3000.00
	J16	Bypass - Street Ramp (Setup, Operate, Maintain)	DAY	3000.00
	J17	Bypass - Street Trenching excluding restoration for 8" Pipe (Setup, Operate, Maintain)	LF	92.00
	J18	Bypass - Street Trenching excluding restoration for 12" Pipe (Setup, Operate, Maintain)	LF	92.00
	J19	Bypass - Street Trenching excluding restoration for 18" Pipe (Setup, Operate, Maintain)	LF	92.00
	J20	PIPE FUSION MACHINE 6"-18"	DAY	625.00
	J21	PIPE FUSION MACHINE 4" - 12"	DAY	550.00
	J22	PUMP 3" SELF PRIME - DIESEL	DAY	87.50
	J23	PUMP 3" VENTURI PRIME - DIESEL	DAY	106.00
	J24	PUMP 4" VAC ASSIST - DIESEL	DAY	148.00
	J25	PUMP 4" DBA-SILENCER VAC ASSIST - DIESEL	DAY	153.00
	J26	PUMP 6" VAC ASSIST - DIESEL	DAY	163.00
	J27	PUMP 6" DBA-SILENCER VAC ASSIST - DIESEL	DAY	191.00
	J28	PUMP 8" VENTURI PRIME - DIESEL	DAY	258.00
	J29	PUMP 8" SUPER VENTURI PRIME - DIESEL	DAY	258.00
	J30	PUMP 8" SUPER VAC ASSIST - DIESEL	DAY	258.00
	J31	PUMP 8" SUPER VAC ASSIST - DIESEL	DAY	450.00
	J32	PUMP 12" VENTURI PRIME - DIESEL	DAY	430.00
	J33	PUMP 12" VAC ASSIST - DIESEL	DAY	430.00
	J34	PUMP 12" DBA-SILENCER VAC ASSIST - DSL	DAY	600.00
	J35	PUMP 12" SUPERVAC ASSIST - DIESEL	DAY	430.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	J36	PUMP 12"DBA-SILNCER SUPER VAC ASSIST-DSL	DAY	600.00
	J37	PUMP 14" VAC ASSIST - DIESEL	DAY	758.00
	J38	PUMP 18" VAC ASSIST - DIESEL	DAY	1225.00
	J39	PUMP 18" DBA-SILENCER VAC ASSIST - DSL	DAY	875.00
	J40	PUMP 10X8 VAC ASSIST - DIESEL	DAY	438.00
	J41	PUMP 10X8 DBA-SILENCER VAC ASSIST-DIESEL	DAY	625.00
	J42	PUMP 1" TO 1.5" AOD - POLY	DAY	67.00
	J43	PUMP 2" AOD - ALUMINUM	DAY	47.00
	J44	PUMP 2" AOD - STAINLESS	DAY	95.00
	J45	PUMP 2" AOD - POLY	DAY	116.00
	J46	PUMP 3" AOD - ALUMINUM	DAY	53.00
	J47	PUMP 3" AOD - STAINLESS	DAY	116.00
	J48	PUMP 2" TRASH	DAY	75.00
	J49	PUMP 3" TRASH	DAY	106.00
	J50	PUMP 4" TRASH	DAY	147.00
	J51	PUMP 4" HYDRAULIC HEAD - VORTEX	DAY	125.00
	J52	4" HYDRAULIC PUMP HEAD - CAST IRON	DAY	125.00
	J53	4" HYDRAULIC PUMP HEAD - SLUDGE	DAY	125.00
	J54	6" HYDRAULIC PUMP HEAD - CAST IRON	DAY	150.00
	J55	6" HYDRAULIC PUMP HEAD - STAINLESS	DAY	150.00
	J56	6" HYDRAULIC PUMP HEAD - SLUDGE	DAY	150.00
	J57	8" HYDRAULIC PUMP HEAD - CAST IRON	DAY	188.00
	J58	12" HYDRAULIC PUMP HEAD - CAST IRON	DAY	250.00
	J59	25HP HYDRAULIC POWER UNIT	DAY	188.00
	J60	65HP HYDRAULIC POWER UNIT	DAY	250.00
	J61	150HP HYDRAULIC POWER UNIT	DAY	584.00
	J62	PUMP 6" PISTON DBA-WELLPOINT - DIESEL	DAY	250.00
	J63	PUMP 8" PISTON DBA-WELLPOINT - DIESEL	DAY	375.00
	J64	GATE VALVE 6" AND UNDER STAINLESS STEEL	DAY	20.00
	J65	GATE VALVE 8"	DAY	19.00
	J66	GATE VALVE 8" STAINLESS STEEL	DAY	38.00
	J67	GATE VALVE 12"	DAY	7.00
	J68	GATE VALVE 12" STAINLESS STEEL	DAY	28.00
	J69	GATE VALVE 14"	DAY	20.00
	J70	18" KNIFE GATE VALVE	DAY	185.00
	J71	GATE VALVE 12"	DAY	7.00
	J72	4" CHECK VALVE	DAY	16.00
	J73	12" CHECK VALVE	DAY	47.00
	J74	STANDALONE PUMP MANIFOLD	DAY	188.00
	J75	HOSE 2X20 PVC SUCTION - CAMLOCK	DAY	12.00
	J76	HOSE 2X20 RUBBER SUCTION - CAMLOCK	DAY	12.00
	J77	HOSE 2X50 RUBBER DISCHARGE - CAMLOCK	DAY	12.00
	J78	HOSE 2X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	9.00
	J79	HOSE 3X20 PVC SUCTION - CAMLOCK	DAY	33.00
	J80	HOSE 3X20 TANK TRUCK - CAMLOCK	DAY	33.00
	J81	HOSE 3X20 RUBBER SUCTION - CAMLOCK	DAY	33.00
	J82	HOSE 3X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	10.00
	J83	HOSE 4X10 RUBBER SUCTION - QC	DAY	19.00
	J84	HOSE 4X20 PVC SUCTION - CAMLOCK	DAY	14.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	J85	HOSE 4X20 KANAFLEX SUCTION - CAMLOCK	DAY	24.00
	J86	HOSE 4X20 OSD - FLANGED	DAY	31.00
	J87	HOSE 4X20 TANK TRUCK - FLANGED	DAY	31.00
	J88	HOSE 4X20 TANK TRUCK - CAMLOCK	DAY	24.00
	J89	HOSE 4X20 RUBBER SUCTION - CAMLOCK	DAY	24.00
	J90	HOSE 4X20 RUBBER SUCTION - QC	DAY	24.00
	J91	HOSE 4X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	24.00
	J92	HOSE 4X50 LAYFLAT DISCHARGE - QC	DAY	24.00
	J93	HOSE 4X50 RUBBER DISCHARGE - CAMLOCK	DAY	24.00
	J94	HOSE 6X10 RUBBER SUCTION - CAMLOCK	DAY	24.00
	J95	HOSE 6X10 RUBBER SUCTION - QC	DAY	24.00
	J96	HOSE 6X20 PVC SUCTION - CAMLOCK	DAY	24.00
	J97	HOSE 6X20 KANAFLEX SUCTION - CAMLOCK	DAY	44.00
	J98	HOSE 6X20 KANAFLEX SUCTION - QC	DAY	44.00
	J99	HOSE 6X20 COMPOSITE OSD - FLANGED	DAY	44.00
	J100	HOSE 6X20 OSD - FLANGED	DAY	44.00
	J101	HOSE 6X20 TANK TRUCK - CAMLOCK	DAY	44.00
	J102	HOSE 6X20 RUBBER SUCTION - CAMLOCK	DAY	44.00
	J103	HOSE 6X20 RUBBER SUCTION - QC	DAY	44.00
	J104	HOSE 6X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	44.00
	J105	HOSE 6X50 LAYFLAT DISCHARGE - QC	DAY	44.00
	J106	HOSE 6X50 RUBBER DISCHARGE - CAMLOCK	DAY	44.00
	J107	HOSE 8X10 KANAFLEX SUCTION - QC	DAY	75.00
	J108	HOSE 8X10 RUBBER SUCTION - QC	DAY	50.00
	J109	HOSE 8X20 KANAFLEX SUCTION - CAMLOCK	DAY	50.00
	J110	HOSE 8X20 KANAFLEX SUCTION - QC	DAY	50.00
	J111	HOSE 8X20 COMPOSITE OSD - FLANGED	DAY	50.00
	J112	HOSE 8X20 OSD - FLANGED	DAY	50.00
	J113	HOSE 8X20 RUBBER SUCTION - QC	DAY	50.00
	J114	HOSE 8X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	50.00
	J115	HOSE 8X50 LAYFLAT DISCHARGE - QC	DAY	50.00
	J116	HOSE 8X50 RUBBER DISCHARGE - QC	DAY	50.00
	J117	HOSE 10X20 OSD - FLANGED	DAY	57.00
	J118	HOSE 12X10 STAINLESS - FLANGED	DAY	125.00
	J119	HOSE 12X10 OSD - FLANGED	DAY	83.00
	J120	HOSE 12X10 RUBBER SUCTION - FLANGED	DAY	83.00
	J121	HOSE 12X10 RUBBER SUCTION - QC	DAY	83.00
	J122	HOSE 12X20 OSD - FLANGED	DAY	75.00
	J123	HOSE 12X20 RUBBER SUCTION - QC	DAY	83.00
	J124	HOSE 12X25 OSD - FLANGED	DAY	74.00
	J125	HOSE 12X25 OSD DISCHARGE - FLANGED	DAY	74.00
	J126	HOSE 12X30 OSD DISCHARGE - FLANGED	DAY	148.00
	J127	HOSE 14X10 OSD - FLANGED	DAY	148.00
	J128	HOSE 14X20 OSD - FLANGED	DAY	144.00
	J129	6 X 6 CONTAINMENT BERM	DAY	63.00
	J130	8" 45 DEGREE QC ELBOW FITTING	DAY	19.00
	J131	8" 90 DEGREE BAUER FITTING	DAY	19.00
	J132	1 X 50 HYD HOSE	DAY	113.00
	J133	1-1/4 X 50 HYDRAULIC HOSE	DAY	113.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	J134	FLANGED REDUCERS (ALL SIZES)	DAY	13.00
	J135	Y'S	DAY	7.00
	J136	T'S	DAY	13.00
	J137	STRAINERS (ALL SIZES)	DAY	7.00
	J138	BUTTERFLY VALVES	DAY	19.00
	J139	90'S	DAY	25.00
	J140	45'S	DAY	25.00
	J141	4" ISOLATION VALVE	DAY	19.00
	J142	GATE VALVE 6" AND UNDER	DAY	17.00
	J143	12" HDPE 90	DAY	19.00
	J144	SUCTION/DISCHARGE MANIFOLD	DAY	125.00
	J145	12 X 12 CONTAINMENT BERM	DAY	125.00
	J146	12"-18" PIPE PLUG	DAY	51.00
	J147	4 X 10 BAUER PIPE	DAY	19.00
	J148	6 X 10 BAUER PIPE	DAY	19.00
	J149	6 X 20 BAUER PIPE	DAY	25.00
	J150	8 X 10 BAUER PIPE	DAY	25.00
	J151	8 X 20 BAUER PIPE	DAY	25.00
	J152	10' BRIDGE STYLE ROAD CROSSING	DAY	375.00
	J153	12" ROAD CROSSING	DAY	73.00
	J154	12" ROAD CROSSING DOUBLE WIDE	DAY	125.00
	J155	8" ROAD CROSSING	DAY	125.00
	J156	10" ROAD CROSSING DOUBLE WIDE	DAY	125.00
	J157	12" ROAD CROSSING	DAY	125.00
	J158	12" ROAD CROSSING DOUBLE WIDE	DAY	125.00
	J159	18" ROAD CROSSING	DAY	188.00
	J160	12 X 10 TYPE A BAUER PIPE	DAY	25.00
	J161	JET ROD	DAY	89.00
	J162	15" - 30" PIPE PLUG	DAY	89.00
	J163	WELLPOINT RISER	DAY	5.00
	J164	SWING ARM ASSEMBLY	DAY	5.00
	J165	8" WELLPOINT HEADER PVC	DAY	25.00
	J166	8" SCHEDULE 40 PVC 90	DAY	12.00
	J167	8" SCHEDULE 40 PVC TEE	DAY	12.00
	J168	6X20 WELLPOINT HEADER PIPE	DAY	19.00
	J169	6" - 20" FUSION MACHINE	DAY	625.00
	J170	8" HDPE PIPE DR17	LF	5.00
	J171	12X8 HDPE REDUCER	DAY	13.00
	J172	12" HDPE PIPE SDR 17	LF	5.00
	J173	12" HDPE PIPE SDR 26	LF	5.00
	J174	14" HDPE 14 X 12 REDUCER	DAY	8.00
	J175	18X12 HDPE REDUCER	DAY	8.00
	J176	18" HDPE 90	DAY	8.00
	J177	18" HDPE SDR 32.5	DAY	3.00
	J178	18" HDPE FLG W/BACKUP RING	DAY	8.00
	J179	18" HDPE 45 BEND	DAY	8.00
	J180	18" KNIFE VALVE	DAY	63.00
	J181	HDPE 45'S	DAY	3.00
	J182	HDPE 90'S	DAY	3.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	J183	18" HDPE PIPE DR17	LF	5.00
	J184	24" - 48" PIPE PLUG	DAY	160.00
	J185	8" PIPE PLUG	DAY	20.00
	J186	10" PIPE PLUG	DAY	24.00
	J187	12" PIPE PLUG	DAY	27.00
	J188	36" - 60" PIPE PLUG	DAY	297.00
	J189	12" FLNG TEE FLOAT HDPE	DAY	7.00
	J190	18 HDPE FLOATING TEE SUCTION	DAY	10.00
	J191	18" X 4" SADDLE	DAY	19.00
	J192	4" QC 45 BEND	DAY	7.00
	J193	4" QC 90 BEND	DAY	7.00
	J194	END CAP 6"	DAY	7.00
	J195	6" QC FLG X SOCKET	DAY	5.00
	J196	6" QC TEE	DAY	3.00
	J197	6" QC 45 BEND	DAY	5.00
	J198	16" HDPE PIPE	DAY	3.00
	J199	6" QC 90 BEND	DAY	5.00
	J200	8" QC FLG X SOCKET	DAY	3.00
	J201	8X12 QC ENLARGER	DAY	5.00
	J202	8"QC MPT X BALL	DAY	5.00
	J203	8 X 6 QC REDUCER	DAY	5.00
	J204	8" QC STRAINER	DAY	7.00
	J205	8" QC TEE	DAY	3.00
	J206	8" QC 45 BEND	DAY	3.00
	J207	8" QC FLG X BALL	DAY	15.00
	J208	8" QC 90 BEND	DAY	3.00
	J209	FLOAT SWITCH	DAY	9.00
	J210	8 X 20 QCP PIPE DR26	DAY	25.00
	J211	12" QC 90	DAY	5.00
	J212	12" QC 45	DAY	5.00
	J213	FITTING ELBOW 4" 90 DEGREES	DAY	7.00
	J214	FITTING ELBOW 8" 90 DEGREES	DAY	19.00
	J215	PUMP HYDROSTATIC TEST 10K PSI AIR	DAY	43.00
	J216	PUMP HYDROSTATIC TEST 8K PSI	DAY	59.00
	J217	HOSE 8' PUMP HYDROSTATIC TEST	DAY	73.00
	J218	PUMP WATCH PER 8 HOUR SHIFT	8HR	2000.00
	J219	HYDROSTATIC TESTING OF PIPING	HOUR	400.00
	J220	24 HOUR SYSTEM TEST	HOUR	400.00
	J221	TEAR DOWN 4" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	2400.00
	J222	TEAR DOWN 6" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	3000.00
	J223	TEAR DOWN 8" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	4300.00
	J224	TEAR DOWN 12" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	4200.00
	J225	TEAR DOWN 18" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	5500.00
	J226	TEAR DOWN ADDITIONAL BYPASS DISCHARGE LINE OVER 1000 FEET (ALL SIZES)	DAY	1500.00
K. Pressure Pipe Lining and Reinforced Pressure Pipe Lining Systems				
	K1	6" Installation of Pressure Pipe Lining (Potable)	LF	360.00
	K2	8" Installation of Pressure Pipe Lining (Potable)	LF	405.00
	K3	10" Installation of Pressure Pipe Lining (Potable)	LF	465.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	K4	12" Installation of Pressure Pipe Lining (Potable)	LF	516.00
	K5	15" Installation of Pressure Pipe Lining (Potable)	LF	585.00
	K6	18" Installation of Pressure Pipe Lining (Potable)	LF	705.00
	K7	21" Installation of Pressure Pipe Lining (Potable)	LF	786.00
	K8	24" Installation of Pressure Pipe Lining (Potable)	LF	879.00
	K9	27" Installation of Pressure Pipe Lining (Potable)	LF	960.00
	K10	30" Installation of Pressure Pipe Lining (Potable)	LF	1185.00
	K11	33" Installation of Pressure Pipe Lining (Potable)	LF	1380.00
	K12	36" Installation of Pressure Pipe Lining (Potable)	LF	1518.00
	K13	39" Installation of Pressure Pipe Lining (Potable)	LF	1746.00
	K14	42" Installation of Pressure Pipe Lining (Potable)	LF	2070.00
	K15	48" Installation of Pressure Pipe Lining (Potable)	LF	2760.00
	K16	54" Installation of Pressure Pipe Lining (Potable)	LF	3300.00
	K17	6" Reinforced Pressure Pipe Lining (Non-Potable)	LF	270.00
	K18	8" Reinforced Pressure Pipe Lining (Non-Potable)	LF	330.00
	K19	10" Reinforced Pressure Pipe Lining (Non-Potable)	LF	390.00
	K20	12" Reinforced Pressure Pipe Lining (Non-Potable)	LF	450.00
	K21	15" Reinforced Pressure Pipe Lining (Non-Potable)	LF	510.00
	K22	18" Reinforced Pressure Pipe Lining (Non-Potable)	LF	630.00
	K23	21" Reinforced Pressure Pipe Lining (Non-Potable)	LF	696.00
	K24	24" Reinforced Pressure Pipe Lining (Non-Potable)	LF	855.00
	K25	27" Reinforced Pressure Pipe Lining (Non-Potable)	LF	960.00
	K26	30" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1095.00
	K27	33" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1290.00
	K28	36" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1518.00
	K29	39" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1665.00
	K30	42" Reinforced Pressure Pipe Lining (Non-Potable)	LF	2010.00
	K31	48" Reinforced Pressure Pipe Lining (Non-Potable)	LF	2700.00
	K32	54" Reinforced Pressure Pipe Lining (Non-Potable)	LF	3000.00
	K33	6" Installation of End Seal	EA	4140.00
	K34	8" Installation of End Seal	EA	4140.00
	K35	10" Installation of End Seal	EA	4140.00
	K36	12" Installation of End Seal	EA	4140.00
	K37	15" Installation of End Seal	EA	5520.00
	K38	18" Installation of End Seal	EA	6900.00
	K39	21" Installation of End Seal	EA	6900.00
	K40	24" Installation of End Seal	EA	8280.00
	K41	27" Installation of End Seal	EA	8280.00
	K42	30" Installation of End Seal	EA	8280.00
	K43	33" Installation of End Seal	EA	9660.00
	K44	36" Installation of End Seal	EA	9660.00
	K45	39" Installation of End Seal	EA	11040.00
	K46	42" Installation of End Seal	EA	11040.00
	K47	48" Installation of End Seal	EA	13800.00
	K48	54" Installation of End Seal	EA	13800.00
	K49	6"to 12" System set-up charge (<150 lf)	EA	4140.00
	K50	15" to 21" System set-up charge (<150 lf)	EA	4140.00
	K51	24" to 33" System set-up charge (<150 lf)	EA	4140.00
	K52	36" to 54" System set-up charge (<150 lf)	EA	4140.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
L. Pressure Pipeline Bypass				
	L1	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	LF	110.40
	L2	Connection of each service from 2"- 4" AWWA approved bypass	EA	1269.60
	L3	Operation of 2"- 4" AWWA approved bypass	Day	2760.00
	L4	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	LF	138.00
	L5	Connection of each service from 6"- 8" AWWA approved bypass	EA	1407.60
	L6	Operation of 6"- 8" AWWA approved bypass	Day	3312.00
	L7	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	LF	165.60
	L8	Connection of each service from 10"- 12" AWWA approved bypass	EA	1725.00
	L9	Operation of 10"- 12" AWWA approved bypass	Day	5520.00
	L10	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	LF	414.00
	L11	Connection of each service from 13"- 19" AWWA approved bypass	EA	1794.00
	L12	Operation of 13"- 19" AWWA approved bypass	Day	6900.00
	L13	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	EA	552.00
	L14	Connection of each service from 20"- 24" AWWA approved bypass	EA	2760.00
	L15	Operation of 20"- 24" AWWA approved bypass	Day	6900.00
	L16	Set up bypass of mainlines sizes 25"- 30" AWWA approved bypass	LF	966.00
	L17	Connection of each service from 25"- 30" AWWA approved bypass	EA	2760.00
	L18	Operation of 25"- 30" AWWA approved bypass	Day	8280.00
	L19	Set up bypass of mainlines sizes 31"- 37" AWWA approved bypass	LF	1242.00
	L20	Connection of each service from 31"- 37" AWWA approved bypass	EA	2760.00
	L21	Operation of 31"- 37" AWWA approved bypass	Day	8280.00
	L22	Set up bypass of mainlines sizes 38"- 48" AWWA approved bypass	LF	1656.00
	L23	Connection of each service from 38"- 48" AWWA approved bypass	EA	2760.00
	L24	Operation of 38"- 48" AWWA approved bypass	Day	8280.00
	L25	Annual Generator Maintenance	EA	5000.00
M. Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning				
	M1	6" Cleaning with pressure propelled pigs	LF	27.60
	M2	8" Cleaning with pressure propelled pigs	LF	27.60
	M3	10" Cleaning with pressure propelled pigs	LF	27.60
	M4	12" Cleaning with pressure propelled pigs	LF	27.60
	M5	15" Cleaning with pressure propelled pigs	LF	41.40
	M6	18" Cleaning with pressure propelled pigs	LF	41.40
	M7	21" Cleaning with pressure propelled pigs	LF	41.40
	M8	24" Cleaning with pressure propelled pigs	LF	55.20
	M9	27" Cleaning with pressure propelled pigs	LF	55.20
	M10	30" Cleaning with pressure propelled pigs	LF	55.20
	M11	33" Cleaning with pressure propelled pigs	LF	55.20
	M12	36" Cleaning with pressure propelled pigs	LF	110.40
	M13	42" Cleaning with pressure propelled pigs	LF	110.40
	M14	48" Cleaning with pressure propelled pigs	LF	110.40
	M15	54" Cleaning with pressure propelled pigs	LF	110.40
	M16	6" Cleaning with scrapers or other attached tools	LF	41.40
	M17	8" Cleaning with scrapers or other attached tools	LF	41.40
	M18	10" Cleaning with scrapers or other attached tools	LF	41.40
	M19	12" Cleaning with scrapers or other attached tools	LF	41.40
	M20	15" Cleaning with scrapers or other attached tools	LF	55.20

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	M21	18" Cleaning with scrapers or other attached tools	LF	55.20
	M22	21" Cleaning with scrapers or other attached tools	LF	55.20
	M23	24" Cleaning with scrapers or other attached tools	LF	69.00
	M24	27" Cleaning with scrapers or other attached tools	LF	69.00
	M25	30" Cleaning with scrapers or other attached tools	LF	69.00
	M26	33" Cleaning with scrapers or other attached tools	LF	96.60
	M27	36" Cleaning with scrapers or other attached tools	LF	96.60
	M28	42" Cleaning with scrapers or other attached tools	LF	110.40
	M29	48" Cleaning with scrapers or other attached tools	LF	138.00
	M30	54" Cleaning with scrapers or other attached tools	LF	165.60
	M31	6" Pressure pipe inspection	LF	11.04
	M32	8" Pressure pipe inspection	LF	11.04
	M33	10" Pressure pipe inspection	LF	13.80
	M34	12" Pressure pipe inspection	LF	13.80
	M35	15" Pressure pipe inspection	LF	13.80
	M36	18" Pressure pipe inspection	LF	19.32
	M37	21" Pressure pipe inspection	LF	19.32
	M38	24" Pressure pipe inspection	LF	19.32
	M39	27" Pressure pipe inspection	LF	19.32
	M40	30" Pressure pipe inspection	LF	19.32
	M41	33" Pressure pipe inspection	LF	19.32
	M42	36" Pressure pipe inspection	LF	22.08
	M43	42" Pressure pipe inspection	LF	22.08
	M44	48" Pressure pipe inspection	LF	27.60
	M45	54" Pressure pipe inspection	LF	41.40
	M46	Tuberculation Removal (Pressure & Gravity Pipelines)	LF	40.00
N. Restoration and Associated Items				
	N1	Saw Cutting up to 8" depth	LF	9.00
	N2	Saw Cutting over 8" depth	LF	12.00
	N3	Repair/Rehab 2" Asphalt pavement	SY	52.00
	N4	Repair/Rehab 8" Flex base	SY	46.00
	N5	Repair/Rehab 8" Concrete pavement	SY	173.00
	N6	Repair/Rehab 6" Concrete driveway	SY	121.00
	N7	Repair/Rehab 4" Concrete sidewalk	SY	98.00
	N8	Repair/Rehab Concrete curb and gutter	LF	29.00
	N9	Sodding	SY	29.00
	N10	Repair/Rehab chain link fence with new	LF	25.00
	N11	Repair/Rehab wooden fence with new	LF	29.00
	N12	TOPSOIL COMPLETE	CY	41.00
	N13	SANDING COMPLETE	CY	41.00
	N14	MULCH COMPLETE	CY	41.00
	N15	STRAW BALE BARRIER	LF	20.00
	N16	TREE REPLACEMENT: HARDWOODS, 2”	EACH	863.00
	N17	TREE REPLACEMENT: PINES, 2”	EACH	863.00
	N18	SHRUB REPLACEMENT: 1 GALLON	EACH	40.00
	N19	SHRUB REPLACEMENT: 3 GALLON	EACH	63.00
	N20	SHRUB REPLACEMENT: 5 GALLON	EACH	82.00
	N21	SHRUB REPLACEMENT: 7 GALLON	EACH	122.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	N22	BEDDING FLOWERS: PER FLAT OF 18	EACH	575.00
	N23	STONE RIP RAP TYPE I, 24" IN PLACE COMPLETE	SY	260.00
	N24	STONE RIP RAP TYPE III, 12" IN PLACE COMPLETE	SY	260.00
	N25	STONE GROUTED RIP RAP - 12" INSTALLED	SY	288.00
	N26	SILT FENCE TYPE A, COMPLETE	LF	12.00
	N27	SILT FENCE TYPE C, COMPLETE	LF	8.00
	N28	ORANGE BARRIER FENCE	LF	6.00
	N29	HAY BALES COMPLETE	EACH	160.00
	N30	PLASTIC FILTER FABRIC INSTALLED	SY	10.00
	N31	PERMANENT SOIL REINF MAT INSTALLED	SF	125.00
O. Additional Labor Rates and Traffic Control				
	O1	SUPERINTENDENT - REGULAR	HR	35.00
	O2	FOREMAN - REGULAR	HR	30.00
	O3	LABORER - REGULAR	HR	20.00
	O4	TRUCK DRIVER - REGULAR	HR	24.00
	O5	UTILITY - REGULAR	HR	20.00
	O6	SUPERINTENDENT - OVER TIME	HR	65.00
	O7	FOREMAN - OVER TIME	HR	60.00
	O8	LABORER - OVER TIME	HR	32.00
	O9	TRUCK DRIVER - OVER TIME	HR	42.00
	O10	UTILITY - OVERTIME	HR	40.00
	O11	Barricades, Signs, and Traffic Handling (per setup)	EA	3500.00
	O12	Traffic Control Plan (per setup)	EA	2500.00
	O13	Flagmen	HR	40.00
	O14	Uniformed Officers	HR	65.00
	O15	SWPPP	EA	2500.00
	O16	Service Tech	HR	200.00
	O17	Holiday Pay	HR	300.00
P. Crew Travel & Mobilization				
	P1	Travel and Mobilization- TML Region 2 (Amarillo)	EA	8970.00
	P2	Travel and Mobilization- TML Region 3 (Caprock-Lubbock)	EA	8970.00
	P3	Travel and Mobilization- TML Region 4 (Permian Basin Region-Odessa)	EA	8970.00
	P4	Travel and Mobilization- TML Region 5 (Red River Valley-Wichita Falls)	EA	5980.00
	P5	Travel and Mobilization- TML Region 6 (Hub of Texas-Abilene)	EA	4784.00
	P6	Travel and Mobilization- TML Region 7 (Alamo Region-San Antonio)	EA	4784.00
	P7	Travel and Mobilization- TML Region 8 (Where the West Begins-Ft. Worth)	EA	3250.00
	P8	Travel and Mobilization- TML Region 9 (Heart of Texas-Waco)	EA	4784.00
	P9	Travel and Mobilization- TML Region 10 (Highland Lakes-Austin)	EA	3250.00
	P10	Travel and Mobilization- TML Region 11(Coastal Bend-Corpus Christi)	EA	8970.00
	P11	Travel and Mobilization- TML Region 12 (Lower Rio Grande Valley-McAllen)	EA	11960.00
	P12	Travel and Mobilization- TML Region 13 (North Central Texas-Dallas)	EA	3250.00
	P13	Travel and Mobilization- TML Region 14 (San Jacinto-Houston Area)	EA	3250.00
	P14	Travel and Mobilization- TML Region 15 (Tyler-Longview)	EA	4784.00
	P15	Travel and Mobilization- TML Region 16 (Golden Pine & Oil-Beaumont)	EA	4784.00
	P16	Travel and Mobilization - Oklahoma	EA	13000.00
	P17	Travel and Mobilization - Louisiana	EA	9750.00
	P18	Travel and Mobilization - Colorado	EA	20000.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	P19	Travel and Mobilization - Arkansas	EA	20000.00
	P20	Travel and Mobilization - Missouri	EA	20000.00
	P21	Travel and Mobilization - Kansas	EA	20000.00
	P22	Travel and Mobilization - Emergency Mobilization	EA	10000.00
	P23	Travel and Mobilization - Rehab of Less Than 100 Ft	EA	25000.00
	P24	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	EA	20000.00
	P25	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	EA	15000.00
	P26	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	EA	10000.00
	P27	Travel and Mobilization - Alabama	EA	20000.00
	P28	Travel and Mobilization - Alaska	EA	100000.00
	P29	Travel and Mobilization - Arizona	EA	35000.00
	P30	Travel and Mobilization - Arkansas	EA	20000.00
	P31	Travel and Mobilization - California	EA	45000.00
	P32	Travel and Mobilization - Colorado	EA	30000.00
	P33	Travel and Mobilization - Connecticut	EA	50000.00
	P34	Travel and Mobilization - Delware	EA	50000.00
	P35	Travel and Mobilization - Florida	EA	30000.00
	P36	Travel and Mobilization - Georgia	EA	35000.00
	P37	Travel and Mobilization - Hawaii	EA	300000.00
	P38	Travel and Mobilization - Idaho	EA	45000.00
	P39	Travel and Mobilization - Illinois	EA	30000.00
	P40	Travel and Mobilization - Indiana	EA	30000.00
	P41	Travel and Mobilization - Iowa	EA	30000.00
	P42	Travel and Mobilization - Kansas	EA	30000.00
	P43	Travel and Mobilization - Kentucky	EA	30000.00
	P44	Travel and Mobilization - Louisiana	EA	20000.00
	P45	Travel and Mobilization - Maine	EA	50000.00
	P46	Travel and Mobilization - Maryland	EA	30000.00
	P47	Travel and Mobilization - Massachusetts	EA	30000.00
	P48	Travel and Mobilization - Michigan	EA	30000.00
	P49	Travel and Mobilization - Minnesota	EA	30000.00
	P50	Travel and Mobilization - Mississippi	EA	20000.00
	P51	Travel and Mobilization - Montana	EA	30000.00
	P52	Travel and Mobilization - Nebraska	EA	30000.00
	P53	Travel and Mobilization - Nevada	EA	45000.00
	P54	Travel and Mobilization - New Hampshire	EA	45000.00
	P55	Travel and Mobilization - New Jersey	EA	50000.00
	P56	Travel and Mobilization - New Mexico	EA	40000.00
	P57	Travel and Mobilization - New York	EA	45000.00
	P58	Travel and Mobilization - North Carolina	EA	30000.00
	P59	Travel and Mobilization - North Dakota	EA	40000.00
	P60	Travel and Mobilization - Ohio	EA	40000.00
	P61	Travel and Mobilization - Oklahoma	EA	15000.00
	P62	Travel and Mobilization - Oregon	EA	45000.00
	P63	Travel and Mobilization - Pennsylvania	EA	40000.00
	P64	Travel and Mobilization - Rhode Island	EA	45000.00
	P65	Travel and Mobilization - South Carolina	EA	30000.00
	P66	Travel and Mobilization - South Dakota	EA	40000.00
	P67	Travel and Mobilization - Tennessee	EA	30000.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	P68	Travel and Mobilization - Utah	EA	30000.00
	P69	Travel and Mobilization - Vermont	EA	40000.00
	P70	Travel and Mobilization - Virginia	EA	40000.00
	P71	Travel and Mobilization - Washington	EA	50000.00
	P72	Travel and Mobilization - West Varginia	EA	30000.00
	P73	Travel and Mobilization - Wisconsin	EA	40000.00
	P74	Travel and Mobilization - Wyoming	EA	40000.00
	P75	Travel and Mobilization - Emergency Mobilization	EA	10000.00
	P76	Travel and Mobilization - Rehab of Less Than 100 Ft	EA	25000.00
	P77	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	EA	20000.00
	P78	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	EA	15000.00
	P79	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	EA	10000.00

FORM E - Products and Services Offerings (Tab B)				
Offer Name:	**Vortex Companies, LLC**			
Invitation No.	**TP07-18 Trenchless Pipeline Rehabilitation Services**			
Section	**Item No.**	**Full Description**	**UNITS**	**PRICE**
AA. Quadex Lining Sytem Equipment				
	AA1	Quadex Lining System Rig	EA	325000.00
	AA2	Quadex SprayMaster Manhole Lining Equipment	EA	75000.00
	AA3	Quadex SpinMaster Robotic SpinCasting Equipment	EA	12000.00
	AA4	QM-1s Restore Pallet (56 bags) 60# bags	EA	1400.00
	AA5	Aluminliner Pallet (56 bags) 60# bags	EA	1960.00
	AA6	Aluminliner PF Pallet (56 bags) 60# bags	EA	2240.00
	AA7	Quad Plug Pallet (36 pails) 50# pail	EA	2240.00
	AA8	Hyperform Pallet (56 bags) 60# bags	EA	2240.00
	AA9	GeoKrete Pallet (56 bags) 60# bags	EA	3080.00
BB. Robots and Cameras				
	BB1	DT640 MAG Underwater ROV Robot - magnetic wheels (DEEP TREKKER)	EA	16497.8
	BB2	DT640 STD Underwater ROV Robot (DEEP TREKKER)	EA	13747.8
	BB3	DTG2 STARTER PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	4288.9
	BB4	DTG2 PRO PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	5388.9
	BB5	DTG2 SMART PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	8578.9
	BB6	DTG2 WORKER PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	10448.9
	BB7	DTPOD 150 BASE SYSTEM - surveillance and monitoring camera (DEEP TREKKER)	EA	2418.9
	BB8	DTPOD 300 BASE SYSTEM - surveillance and monitoring camera (DEEP TREKKER)	EA	5498.9
	BB9	DT340L PIPE CRAWLER - pipe inspection system (DEEP TREKKER)	EA	12900
	BB10	DT340S PIPE CRAWLER - pan & tilt pipe inspection system (DEEP TREKKER)	EA	27500
	BB11	DT340X PIPE CRAWLER - LARGE pan & tilt pipe inspection system (DEEP TREKKER)	EA	36000
	BB12	MINI MILLER ROBOT G8/17 110v (PICOTE)	EA	4141
	BB13	MAXI MILLER ROBOT KK12/30 110v (PICOTE)	EA	10985
	BB14	MAXI MILLER POWER PLUS ROBOT 18/20 400v (PICOTE)	EA	19125
	BB15	Coating Pump U.S., UK 110v (includes 3 hose connectors and 2 brush stoppers) (PICOTE)	EA	7128
	BB16	1330 Robot (SCHWALM)	EA	71500
	BB17	2060 Robot F (SCHWALM)	EA	102850
	BB18	2060 Robot Z (SCHWALM)	EA	103950
	BB19	Focus Camera (SCHWALM)	EA	8250
	BB20	Zoom Camera (SCHWALM)	EA	9900
	BB21	12000 Air Motor (SCHWALM)	EA	2400
	BB22	13000 Air Motor (SCHWALM)	EA	2100
	BB23	Digital Box (SCHWALM)	EA	7200
	BB24	Control Unit Schwalm (SCHWALM)	EA	20350
	BB25	Control Unit Cues (SCHWALM)	EA	20000
	BB26	Remote (SCHWALM)	EA	742.5
	BB27	Cable Drum (SCHWALM)	EA	20900
	BB28	Twin Hose Reel (SCHWALM)	EA	17500
	BB29	6" Schwalm non-flow-through packer (SCHWALM)	EA	4000
	BB30	7" Schwalm non-flow-through packer (SCHWALM)	EA	4200
	BB31	8" Schwalm non-flow-through packer (SCHWALM)	EA	4300
	BB32	8" Schwalm flow-through packer (SCHWALM)	EA	7100

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	BB33	10"-12" Schwalm flow-through packer (SCHWALM)	EA	7600
	BB34	4" Schwalm rubber lateral insertion device (lid) (SCHWALM)	EA	520
	BB35	6" Schwalm rubber lateral insertion device (lid) (SCHWALM)	EA	520
CC. Internal Pipe Seal-mechanical, stainless steel sleeve with EPDM rubber				
	CC1	8"-Stainless steel with EPDM	EA	756.00
	CC2	10"-Stainless steel with EPDM	EA	786.00
	CC3	12"-Stainless steel with EPDM	EA	819.00
	CC4	15"-Stainless steel with EPDM	EA	948.15
	CC5	18"-Stainless steel with EPDM	EA	1042.00
	CC6	21"-Stainless steel with EPDM	EA	1190.70
	CC7	24"-Stainless steel with EPDM	EA	1404.90
DD. Installation Packer for Internal Pipe Seals				
	DD1	8'-12" Packer with coupling rod	EA	5500.00
	DD2	15"-18" Packer with coupling rod	EA	6900.00
	DD3	21"-24" Packer with coupling rod	EA	8100.00
EE. Liner End Seal-mechanical, stainless steel sleeve with EPDM rubber				
	EE1	8"-Stainless steel with EPDM	EA	677.25
	EE2	10"-Stainless steel with EPDM	EA	690.00
	EE3	12"-Stainless steel with EPDM	EA	708.75
	EE4	15"-Stainless steel with EPDM	EA	897.75
	EE5	18"-Stainless steel with EPDM	EA	995.00
	EE6	21"-Stainless steel with EPDM	EA	1118.25
	EE7	24"-Stainless steel with EPDM	EA	1244.25
FF. Flusher Gate				
	FF1	Flusher Gate	EA	25000.00
GG. UV Light Cured Spiral Wound Fiberglass Liner for CIPP Mainline Rehabilitation Gravity Applications and Additional Associated Items.				
	GG1	6" X 2.8mm UV CURE	LF	54.00
	GG2	8 X 2.8mm UV CURE	LF	52.00
	GG3	10 X 2.8mm UV CURE	LF	55.00
	GG4	12" X 2.8mm UV CURE	LF	61.00
	GG5	15" X 3.5mm UV CURE	LF	74.00
	GG6	18" X 4.2mm UV CURE	LF	105.00
	GG7	21" X 4.9mm UV CURE	LF	135.00
	GG8	24" x 5.6mm UV CURE	LF	168.00
	GG9	27" x 5.6mm UV CURE	LF	219.00
	GG10	30" x 5.6mm UV CURE	LF	240.00
	GG11	33" x 5.6mm UV CURE	LF	271.00
	GG12	36" x 5.6mm UV CURE	LF	305.00
	GG13	42" x 8.4mm UV CURE	LF	467.00
	GG14	48" x 8.4mm UV CURE	LF	541.00
	GG15	Cured-In-Place Pipe Segmental Patches 6" UV Cure	EA	4800.00
	GG16	Cured-In-Place Pipe Segmental Patches 8"-12" UV Cure	EA	5400.00
	GG17	Cured-In-Place Pipe Segmental Patches 13"-18"" UV Cure	EA	9000.00
	GG18	Cured-In-Place Pipe Segmental Patches 19"-24" UV Cure	EA	10600.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	GG19	Cured-In-Place Pipe Segmental Patches 25"-36"" UV Cure	EA	14000.00
	GG20	Internal reconnects on Cured-in-place pipe	EA	276.00
	GG21	6" & 8" Additional 1.5mm	LF	0.92
	GG22	10" & 12" Additional 1.5mm	LF	4.60
	GG23	15" & 18" Additional 1.5mm	LF	13.80
	GG24	21" & 24" Additional 1.5mm	LF	23.00
	GG25	27" Additional 1.5mm	LF	27.60
	GG26	30" Additional 1.5mm	LF	32.20
	GG27	33" Additional 1.5mm	EA	36.80
	GG28	36" Additional 1.5mm	EA	41.40
	GG29	42" Additional 1.5mm	EA	46.00
	GG30	48" Additional 1.5mm	EA	55.20
	GG31	54" Additional 1.5mm	EA	64.40
	GG32	60" Additional 1.5mm	EA	75.00
	GG33	6" & 8" Additional .7mm	LF	4.00
	GG34	10" & 12" Additional .7mm	LF	7.00
	GG35	15" Additional .7mm	LF	9.00
	GG36	18" Additional .7mm	LF	10.00
	GG37	21" Additional .7mm	LF	12.00
	GG38	24" Additional .7mm	LF	14.00
	GG39	27" Additional .7mm	LF	15.00
	GG40	30" Additional .7mm	LF	17.00
	GG41	33" Additional .7mm	LF	18.00
	GG42	36" Additional .7mm	LF	20.00
	GG43	42" Additional .7mm	LF	29.00
	GG44	48" Additional .7mm	LF	42.00
	GG45	6"-12" CIPP Set-up Charge	LF	7.00
	GG46	15"-18" CIPP Set-up Charge	LF	12.00
	GG47	21"-24" CIPP Set-up Charge	LF	18.00
	GG48	27"-36" CIPP Set-up Charge	LF	24.00
	GG49	42"-48" CIPP Set-up Charge	LF	24.00
	GG50	6" - 12" CIPP Additional Charge Per Install Length (>200')	LF	36.00
	GG51	15" - 18" CIPP Additional Charge Per Install Length (>200')	LF	42.00
	GG52	21" - 24" CIPP Additional Charge Per Install Length (>200')	LF	42.00
	GG53	27" - 36" CIPP Additional Charge Per Install Length (>200')	LF	48.00
	GG54	42" - 48" CIPP Additional Charge Per Install Length (>200')	LF	54.00
	GG55	6" to 12" Backyard Easement Additional Set-up Per Install Length	LF	5.00
	GG56	15" to 24" Backyard Easement Additional Set-up Per Install Length	LF	10.00
	GG57	27" to 48" Backyard Easement Additional Set-up Per Install Length	LF	15.00
	GG58	Travel and Mobilization- Pipeline Rehabilitation Crew from New Braunfels, TX	MILE	14.00
	GG59	4"-6" Installation and cure of lateral liner from main <12" dia.	LF	4600.00
	GG60	4"-6" Installation and cure of lateral liner from surface clean out to main	LF	5980.00
	GG61	4"-6" Set-up for installations of <20 each total	EA	4600.00
	GG62	4"-6" Set-up for installations of 20-50 each total	EA	3220.00
	GG63	4"-6" Set-up for installations of 51-150 each total	EA	1840.00
	GG64	6" - 12" CIPP Setup Charge (< 300 LF)	EA	1000.00
	GG65	15" - 21" CIPP Setup Charge (< 300 LF)	EA	1500.00
	GG66	24" - 36" CIPP Setup Charge (< 300 LF)	EA	2000.00
	GG67	36" or Larger CIPP Setup Charge (< 300 LF)	EA	4000.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	GG68	Backyard Easement Setup (6" - 10")	EA	2500.00
	GG69	Backyard Easement Setup (12" - 18")	EA	3500.00
	GG70	Timber Matting for Large Diameter Setup	SY	75.00
	GG71	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG72	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG73	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG74	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG75	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG76	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
HH. Sealing of RCP or CMP Storm Sewer Joints and Additional Associated Items.				
	HH1	Quadex Lining System Rig	EA	325000.00
	HH2	Quadex SprayMaster Manhole Lining Equipment	EA	75000.00
	HH3	Quadex SpinMaster Robotic SpinCasting Equipment	EA	12000.00
	HH4	QM-1s Restore Pallet (56 bags) 60# bags	EA	1400.00
	HH5	Aluminliner Pallet (56 bags) 60# bags	EA	1960.00
	HH6	Aluminliner PF Pallet (56 bags) 60# bags	EA	2240.00
	HH7	Quad Plug Pallet (36 pails) 50# pail	EA	2240.00
	HH8	Hyperform Pallet (56 bags) 60# bags	EA	2240.00
	HH9	GeoKrete Pallet (56 bags) 60# bags	EA	3080.00
II. Sealing of Box Culvert Storm Sewer Joints and Additional Associated Items.				
	II1	SEE ITEM(S) HH ABOVE		
JJ. Gravity Sewer Lateral Renewal Systems and Additional Associated Items.				
	JJ1	4" Wye Top Hat PipePatch Kit	EA	145.00
	JJ2	5" Wye Top Hat PipePatch Kit	EA	155.00
	JJ3	6" Wye Top Hat PipePatch Kit	EA	165.00
	JJ4	4" Tee Top Hat PipePatch Kit	EA	145.00
	JJ5	5" Tee Top Hat PipePatch Kit	EA	155.00
	JJ6	6" Tee Top Hat PipePatch Kit	EA	165.00



CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) , a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____

[Notary Seal] Notary Public

_____

Name typed, printed or stamped

My Commission Expires: _____

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Vortex Services, LLC (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with H-GAC Houston – Galveston Area Council, said contract being identified as: CoOp – Vortex Services LLC – Public Services Contract No. TP07-18; Manhole Rehabilitation and other related services specified within the Cooperative Agreement Table Form D – Products and Service Offerings Invitation No. TP07-18. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Manhole Rehabilitation and other related services (see exhibit A – original contract)

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Vortex Services, LLC. The term of said agreement shall be for the period effective date of the City Manager signature through 06/30/2023. Unless directly specified under a written change or extension provisioned under Article 15, of the original agreement, which shall be fully executed by H-GAC, the Vendor (Vortex Services) to this agreement, upon which the City of Cocoa shall continue services should it be in the best interest of the City, with City Manager approval for annual renewals.

a. Insurance Requirements (As Applicable):

Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

a. Any other provisions that will be modified:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

b. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

c. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

d. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

e. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

f. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

VENDOR:

Vortex Services, LLC
Attn: Wes Kingery
18150 Imperial Valley Drive
Houston, TX 77060
Phone:630-501-8675
Email: scampbell@vortexcompanies.com

Vortex Services, LLC

Entered this 18th day of Jan - 2023

Shawn Ready / Regional Vice President

(Print Name / Title)

(Signature)

1/18/2022

(Date)

City Council Approval Required

☐ Yes (Approved by Mayor)

X No (Approved by City Manager)

CITY OF COCOA

By:

Date: 1/20/2023

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: N/A

Date:

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

Attested By: City Clerk

SEAL

Legislation Details (With Text)

File #:	23-38	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	1/4/2023		**In control:**	City Council	
On agenda:	2/14/2023		**Final action:**		
Title:	Approve a Multi-Year Piggyback Agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers Utilizing the Clay County Utility Authority Bid No. 18/19-A7 effective June 18, 2022 through June 18, 2024; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PARTIALLY EXECUTED Standard Form for Piggyback Contract No. 18_19-A7.pdf Insituform Proposal - City of Cocoa FY23 Scope of Work - CIPP Project _.pdf ITB 18-19-A7 Pricing Sewer Wetwell and Manhole Insituform.pdf Insituform COI Exp 7-1-23.pdf CCUA Fully Executed Contract.pdf ITB 18-19-A7 Sewer Wetwell and Manhole Insituform Second Renewal Fully Executed.pdf CCUA Bid Document & Specs.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 4, 2023
Agenda Date: February 14, 2023
Prepared By: Melinda M. Keesee, Field Operations Technician
Prepared By: Donnie Howard, Field Operations Manager
Through: Chris M. Collier, Assistant Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Multi-Year Piggyback Agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers Utilizing the Clay County Utility Authority Bid No. 18/19-A7 effective June 18, 2022 through June 18, 2024; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract

BACKGROUND:

In FY2015, CDM Smith completed a thorough analysis of the assessment data obtained during the FY2014 RedZone Robotics, Inc. CCTV inspection process. As part of this analysis, a detailed plan was developed to systematically address broken sewer piping over a six-year period beginning in

FY2016. Rehabilitation and replacement were recommended for individual pipe segments based on structural operation and maintenance (O&M) concerns. These recommendations were formed based on the severity of defects, potential for defect progression, and consequence of failure. Rehabilitation and replacement recommendations were then prioritized and grouped to develop various projects. An implementation plan was formed to clean and repair sewer lines based on consequence of failure, risk of failure, available funding, and pipe segment geographic location.

To maintain the integrity of the sanitary sewer system with minimal construction and disturbances, sewer mains are able to be rehabilitated through a trenchless “cured-in-place-pipe” (CIPP) method installed through existing manholes. This installation process lines the selected sewer mains with a flexible liner which when heated, forms into a hardened fiberglass “pipe” that replaces the broken pipe from the inside of the pipe. As a result of this process, the carrying capacity of the sewer main is reestablished, and the sewer treatment plant no longer incurs the cost of treating extra water (ground water).

The first phase of the CIPP lining program was successfully completed in FY2016. Subsequently, City Council has approved the continuation of work with Insituform annually since FY2017. The next phase is scheduled to be completed in FY2023.

At this time, we are requesting approval to use the Clay County Utility Authority Bid No. 18/19-A7. This contract has been reviewed by the City and has been determined to be applicable to the services required by Sewer Field Operations. Therefore, staff recommends approval to use the Clay County Utility Authority contract with Insituform Technologies, LLC to perform Cured in Place Pipe (CIPP) Rehabilitation Services and Cleaning & CCTV Inspections of Main Line Sewers, and to authorize a budgeted expenditure for these services not to exceed $447,575.72 in FY2023. Future fiscal year budget amounts for these services will be determined during the budget process, and submitted to City Council for final approval.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	No
Amount Requested	$447,575.72
Account Number	424-4125-536.63-00, WS0904
Account Name	Infrastructure

PREVIOUS ACTION:

On December 8, 2015, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place (CIPP) Pipe Rehabilitation Services utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2015 through July 7, 2016.

On January 10, 2017, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place (CIPP) Pipe Rehabilitation Services utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2016 through July 7, 2017.

On February 28, 2017, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2016 through July 7, 2017.

On January 9, 2018, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2017 through July 7, 2018.

On March 13, 2019, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0118-2600 effective February 6, 2019 through February 5, 2020.

On February 26, 2020, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0118-2600 effective February 6, 2019 through February 5, 2020, renewal February 6, 2020 through February 5, 2021.

On February 9, 2021, City Council approved participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0118-2600 effective February 6, 2019 through February 5, 2020, Renewal February 6, 2020 through February 5, 2022.

On April 26, 2022, City Council approved participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0118-2600 effective February 6, 2019 through February 5, 2020, Renewal February 6, 2022 through February 5, 2023.

RECOMMENDED MOTION:

To Approve a Multi-Year Piggyback Agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers Utilizing the Clay County Utility Authority Bid No. 18/19-A7 effective June 18, 2022 through June 18, 2024; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract.

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Insituform Technologies, LLC, 580 Goddard Avenue, Chesterfield, MO 63005 (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals, or bids. The parties agree that the Vendor has entered a contract with Clay County Utility Authority - Florida, said contract being identified as: Sewer, Wetwell and Manhole Rehabilitation Services, Contract No. 18/19-A7**.** (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Sewer, Wetwell and Manhole Rehabilitation Services, (see Exhibit A – original contract)

1. The original government contract is incorporated herein by reference and attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Insituform Technologies, LLC. The term of said agreement shall be for the period effective date of signature of City Mayor through 06/18/2024, should Clay County Utility Authority and Insituform Technologies, LLC, renew or extend terms, so shall this agreement automatically renew or extend for like terms.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2023 and 2024 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Manager.

a. Insurance Requirements (As Applicable):

Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance in the amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00 and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers’ compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of

insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

a. Any other provisions that will be modified:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

b. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

c. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

d. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

e. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

f. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

VENDOR:

Insituform Technologies, LLC
Attn: Diane Partridge
580 Goddard Avenue
Chesterfield, MO 63005
636-530-8000
dpartridge@aegion.com

Insituform Technologies, LLC

Entered this _____ day of _____

Diane Partridge
Contracting and Attesting Officer
(Print Name / Title)

(Signature)

February 8, 2023
(Date)

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: _____

Date: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

_____

Attested By: City Clerk

Insituform Technologies, LLC

6966 Business Park Blvd.
Jacksonville, Fl. 32256
www.insituform.com

Dave Raymond
Business Development Manager

Phone: (904)465-3267
Fax: (904)292-3198
Email: draymond@aegion.com

12-5-2022

Chris Collier
Assistant Utilities Director
City of Cocoa
Cocoa, FL 32922
ccollier@cocoafl.org

Re: City of Cocoa FY2023 CIPP Sewer Lining

Chris,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to the **City of Cocoa**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project. This proposal is based off the Clay County Utilities Authority Contract No. 18/19 A-7 Part C, Cured-In-Place Continuing Services Contract.

PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

Item	Description	Unit	Qty	Unit Price	Total
A.1.c	**Sanitary Sewer Light Clean and Inspection** Light Cleaning – 8" Diameter	LF	7,855	$1.95	$15,317.25
A.1.d	**Sanitary Sewer Light Clean and Inspection** Light Cleaning – 10" Diameter	LF	3,158	$1.95	$6,158.10
A.4.b	**TV Pipe Inspection** 8" Diameter	LF	7,855	$0.95	$7,462.25
A.4.c	**TV Pipe Inspection** 10" Diameter	LF	3,158	$0.95	$3,000.10
B.1.b.1	**Sanitary Sewer Lining** 8" Diameter 6.0 mm nominal thickness	LF	7,855	$30.00	$235,650.00
B.1.c.1	**Sanitary Sewer Lining** 10" Diameter 6.0 mm nominal thickness	LF	3,158	$38.10	$120,319.80
B.1.e	**Lateral Cutout and Polish**	EA	147	$175.00	$25,725.00
C.b	**Maintenance of Traffic** Traffic Control-MOT Index 603 or higher (per day)	LS	10	$1,452.00	$14,520.00
C.c	**Maintenance of Traffic**	LS	4	$2,027.20	$8,108.80

	Traffic Control-MOT Index 601 or 602 (per week)				
D.a	**Administration** Emergency Response Mobilization	EA	1	$4,700.00	$4,700.00
E.a	**Bonds** Contract Performance and Payment	%		1.5%	$6,614.42
	TOTAL				**$447,575.72**

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC. We have not included any costs associated with the disposal of inversion water.
3. Internal reinstatement of all service connections as directed by the Customer or their representative.
4. CCTV inspection of the pipe before and after the lining is complete.
5. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
6. Standard insurance coverage with the following limits:
   General Liability: $2,000,000 per occurrence/$4,000,000 aggregate
   Auto: $2,000,000 Combined Single Limit
   Workers Compensation: Statutory with $1,000,000 Employer's Liability
   The above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

EXCLUSIONS:

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

1. Permits, licenses and construction easements.

2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete flushing and CIPP installation.
5. Burial and/or ramping of discharge or bypass hose/pipe.
6. External service reconnections.
7. Traffic control, including without limitation, police details, flagmen and special traffic control setups.
8. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.
9. Point repairs.
10. Bypassing of services or laterals.
11. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
12. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.
13. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
14. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.
15. Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the total Project cost.
16. Removal and disposal of any hazardous or toxic materials encountered during the Project.
17. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
18. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
19. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
20. State and local sales and/or use taxes.
21. Additional premiums for special insurance coverage(s) specific to this project.

GENERAL TERMS AND CONDITIONS:

ITLLC's Proposal is conditioned and shall adhere to the General Terms and Conditions written in the Clay County Utilities Authority Contract No. 18/19 A-7 Part C, Cured-In-Place Continuing Services Contract.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please do not hesitate to contact me with any further questions.

Very truly yours,

Insituform Technologies, LLC.

Dave Raymond

Dave Raymond
Business Development Manager

Accepted By:_____ Date: _____
(signed)

_____ Title: _____
(print name)

EXHIBIT 'A'

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.	DESCRIPTION	UNIT	2020-2022 UNIT PRICE	2022-2024 UNIT PRICE	% INCREASE
A.	**Sanitary Sewer Line Clean and Inspection**				
1	**Light Cleaning (<1/4 diameter)**				
a.	4" diameter	LF	$2.20	$2.35	6.82%
b.	6"diameter	LF	$2.20	$2.35	6.82%
c.	8" diameter	LF	$1.80	$1.95	8.33%
d.	10" diameter	LF	$1.80	$1.95	8.33%
e.	12" diameter	LF	$2.20	$2.40	9.09%
f.	14" diameter	LF	$3.40	$3.65	7.35%
g.	18" diameter	LF	$5.60	$6.05	8.04%
h.	20" diameter	LF	$5.60	$6.05	8.04%
i.	24" diameter	LF	$7.80	$8.40	7.69%
2	**Tuberculation Cleaning**				
a.	4" diameter	LF	$22.30	$22.30	0.00%
b.	6"diameter	LF	$22.30	$22.30	0.00%
c.	8" diameter	LF	$20.10	$20.10	0.00%
d.	10" diameter	LF	$27.90	$27.90	0.00%
e.	12" diameter	LF	$27.90	$27.90	0.00%
f.	14" diameter	LF	$27.90	$27.90	0.00%
g.	18" diameter	LF	$27.90	$27.90	0.00%
h.	20" diameter	LF	$33.50	$33.50	0.00%
i.	24" diameter	LF	$33.50	$33.50	0.00%
3	**Root Removal**				
a.	4" diameter	LF	$8.90	$8.90	0.00%
b.	6"diameter	LF	$8.90	$8.90	0.00%
c.	8" diameter	LF	$8.90	$8.90	0.00%
d.	10" diameter	LF	$11.20	$11.20	0.00%
e.	12" diameter	LF	$11.20	$11.20	0.00%
f.	14" diameter	LF	$13.40	$13.40	0.00%
g.	18" diameter	LF	$17.90	$17.90	0.00%
h.	20" diameter	LF	$20.10	$20.10	0.00%
i.	24" diameter	LF	$20.10	$20.10	0.00%
4	**TV Pipe Inspection**				
a.	6"diameter	LF	$0.90	$0.95	5.56%
b.	8" diameter	LF	$0.90	$0.95	5.56%
c.	10" diameter	LF	$0.90	$0.95	5.56%
d.	12" diameter	LF	$1.90	$2.00	5.26%
e.	14" diameter	LF	$1.90	$2.00	5.26%
f.	18" diameter	LF	$1.90	$2.00	5.26%
g.	20" diameter	LF	$1.90	$2.00	5.26%
h.	24" diameter	LF	$2.80	$3.00	
5	**Clean & TV Inspection - Sewer Lateral**				
a.	Lateral Inspection 0' to 40'	EA	$307.20	$368.60	19.99%
b.	Additional Lateral Inspection >40'	LF	$11.20	$13.40	19.64%
B.	**Sanitary Sewer Rehabilitation**				
1	**Sanitary Sewer Lining**				
a.	**6" diameter**				

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.		DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	% INCREASE
	1	4.5mm nominal thickness (.177)	LF	$29.40	$34.30	16.67%
b.		**8" diameter**				
	1	6.0mm nominal thickness (.236)	LF	$25.20	$30.00	19.05%
	2	7.5mm nominal thickness (.295)	LF	$27.50	$32.30	17.45%
	3	9.0 mm normal thickness (.354)	LF	$29.00	$33.80	16.55%
c.		**10" diameter**				
	1	6.0mm nominal thickness (.236)	LF	$32.00	$38.10	19.06%
	2	7.5mm nominal thickness (.295)	LF	$34.60	$40.70	17.63%
	3	9.0 mm normal thickness (.354)	LF	$36.10	$42.20	16.90%
d.		**12" diameter**				
	1	6.0mm nominal thickness (.236)	LF	$40.00	$48.90	22.25%
	2	7.5mm nominal thickness (.295)	LF	$43.00	$52.70	22.56%
	3	9.0 mm normal thickness (.354)	LF	$44.50	$54.60	22.70%
e.		**14" diameter**				
	1	6.0mm nominal thickness (.236)	LF	$50.30	$61.20	21.67%
	2	7.5mm nominal thickness (.295)	LF	$53.70	$65.40	21.79%
	3	9.0 mm normal thickness (.354)	LF	$55.60	$67.90	22.12%
e.		**18" diameter**				
	1	6.0mm nominal thickness (.236)	LF	$61.90	$73.80	19.22%
	2	7.5mm nominal thickness (.295)	LF	$66.40	$79.50	19.73%
	3	9.0 mm normal thickness (.354)	LF	$72.40	$87.10	20.30%
	4	10.5 mm nominal thickness (.413)	LF	$79.90	$96.50	20.78%
f.		**20" diameter**				
	1	6.0mm nominal thickness (.236)	LF	$63.80	$74.00	15.99%
	2	7.5mm nominal thickness (.295)	LF	$69.80	$81.00	16.05%
	3	9.0 mm normal thickness (.354)	LF	$77.30	$88.50	14.49%
	4	10.5 mm nominal thickness (.413)	LF	$89.40	$103.70	16.00%
	5	12 mm nominal thickness (.472)	LF	$104.50	$122.50	17.22%
g.		**24" diameter**				
		9.0 mm normal thickness (.354)	LF	$96.30	$118.90	23.47%
		10.5 mm nominal thickness (.413)	LF	$103.80	$128.30	23.60%
		12 mm nominal thickness (.472)	LF	$114.40	$141.60	23.78%
		13.5 mm nominal thickness (.531)	LF	$131.00	$162.50	24.05%
		15 mm nominal thickness (.591)	LF	$150.60	$187.20	24.30%
2		**Sectional CIPP Lining**				
a.		**6" diameter**				
	1	3' in length	EA	$2,233.80	$2,233.80	0.00%
	2	4' in length	EA	$2,457.20	$2,457.20	0.00%
	3	6' in length	EA	$2,568.90	$2,568.90	0.00%
	4	8' in length	EA	$2,680.60	$2,680.60	0.00%
b.		**8" diameter**				
	1	3' in length	EA	$2,345.50	$2,345.50	0.00%
	2	4' in length	EA	$2,457.20	$2,457.20	0.00%
	3	6' in length	EA	$2,568.90	$2,568.90	0.00%
	4	8' in length	EA	$2,680.60	$2,680.60	0.00%
c.		**10" diameter**				

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.		DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	% INCREASE
	1	3' in length	EA	$2,568.90	$2,568.90	0.00%
	2	4' in length	EA	$2,680.60	$2,680.60	0.00%
	3	6' in length	EA	$2,904.00	$2,904.00	0.00%
	4	8' in length	EA	$3,015.70	$3,015.70	0.00%
d.		**12" diameter**				
	1	3' in length	EA	$2,792.30	$2,792.30	0.00%
	2	4' in length	EA	$2,904.00	$2,904.00	0.00%
	3	6' in length	EA	$3,015.70	$3,015.70	0.00%
	4	8' in length	EA	$3,127.40	$3,127.40	0.00%
e.		**14" diameter**				
	1	3' in length	EA	$2,792.30	$2,792.30	0.00%
	2	4' in length	EA	$2,904.00	$2,904.00	0.00%
	3	6' in length	EA	$3,015.70	$3,015.70	0.00%
	4	8' in length	EA	$3,127.40	$3,127.40	0.00%
f.		**18" diameter**				
	1	3' in length	EA	$3,015.70	$3,015.70	0.00%
	2	4' in length	EA	$3,127.40	$3,127.40	0.00%
	3	6' in length	EA	$3,239.00	$3,239.00	0.00%
	4	8' in length	EA	$3,462.40	$3,462.40	0.00%
g.		**20" diameter**				
	1	3' in length	EA	$3,127.40	$3,127.40	0.00%
	2	4' in length	EA	$3,239.00	$3,239.00	0.00%
	3	6' in length	EA	$3,350.70	$3,350.70	0.00%
	4	8' in length	EA	$3,462.40	$3,462.40	0.00%
h.		**24" diameter**				
	1	3' in length	EA	$4,356.00	$4,356.00	0.00%
	2	4' in length	EA	$4,467.70	$4,467.70	0.00%
	3	6' in length	EA	$4,579.30	$4,579.30	0.00%
	4	8' in length	EA	$4,691.00	$4,691.00	0.00%
3		**Lateral CIPP Lining**				
a.		**Top Hat up to 36"**				
	1	4" lateral connection	EA	$2,345.50	$2,859.30	21.91%
	2	6" lateral connection	EA	$2,345.50	$2,859.30	21.91%
	3	8" lateral connection	EA	$2,485.10	$3,026.80	21.80%
b.		**Full Wrap - up to 36"**				
	1	4" lateral connection	EA	$2,345.50	$2,859.30	21.91%
	2	6" lateral connection	EA	$2,345.50	$2,859.30	21.91%
	3	8" lateral connection	EA	$2,485.10	$3,026.80	21.80%
c.		**Lateral Lining 0 - 40'**	EA	$1,563.70	$1,904.30	21.78%
d.		**Additional Lateral Lining >40'**	LF	$83.80	$102.80	22.67%
e.		**Lateral Cutout & Polish**	EA	$160.00	$175.00	9.38%
f.		**Lateral Grout**	EA	$360.00	$400.00	11.11%
4		**Cleanout Installation**				
a.		4" cleanout	EA	$1,675.40	$1,675.40	0.00%
b.		6" cleanout	EA	$1,787.10	$1,787.10	0.00%
c.		8" cleanout	EA	$1,898.80	$1,898.80	0.00%

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	% INCREASE
5	**Site Restoration**				
a.	Concrete	SF	$27.90	$27.90	0.00%
b.	Paver Removal and Replacement	SF	$55.80	$55.80	0.00%
c.	Sodding	SF	$4.50	$4.50	0.00%
d.	Seeding and Mulching	SF	$3.40	$3.40	0.00%
6	**Dewatering**	LF	$22.30	$22.30	0.00%
7	**Erosion and Sediment Control**	LF	$2.20	$2.20	0.00%
8	**Tanker Truck for Bypass (Daily Rate)**	EA	$2,792.30	$3,900.00	39.67%
C.	**Maintenance of traffic**				
a.	Traffic Control-MOT Index 601 or 602 (per day)	LS	$368.60	$405.60	10.04%
b.	Traffic Control-MOT Index 603 or higher (per da	LS	$1,228.60	$1,452.00	18.18%
c.	Traffic Control-MOT Index 601 or 602 (per week	LS	$1,842.90	$2,027.20	10.00%
d.	Traffic Control-MOT Index 603 or higher (per we	LS	$6,143.00	$7,259.90	18.18%
D.	**Administration**				
a.	Emergency Response Mobilization	EA	$4,500.00	$4,700.00	4.44%
b.	Construction Video and Photography	EA	$1,116.90	$1,116.90	0.00%
E.	**Bonds**				
a.	Contract Performance and Payment	%	1.50%	1.50%	

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SECTION 00500

STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between CLAY COUNTY UTILITY AUTHORITY (owner)

and Insituform Technologies, LLC (Contractor)

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Continuing Contract for Sanitary Sewer, Wetwell and/or Manhole Rehabilitation
- Project No. 18/19-A7 - Part C - CIPP Sanitary Sewer Lining System

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract
Clay County Utility Authority Bid No. 18/19-A7
Part C - CIPP Sanitary Sewer Lining System
The Owner shall furnish purchase orders for the authorization of work.

ARTICLE 3 - ENGINEER

3.01 The Project (s) shall be managed **by Jim French, PE** (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. These time limits shall be negotiated for each individual project with the Contractor and shall be binding upon execution of said purchase orders.

B. The term of the agreement will be for a period of one (1) year with an option to extend the agreement for two (2) additional twenty-four (24) month periods upon mutual agreement of both parties. The contract may be extended beyond the 5-year period in twenty-four (24) month intervals upon mutual consent of both parties.

C. Owner may terminate this agreement, with or without cause upon 60-day written notice to the contractor.

4.02 Substantial Completion and Final Payment

A. The Work will be substantially completed within as provided in Paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $200 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $100 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01.B below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.A.:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

5.02 Fee Modification

With prior written approval from the Clay County Utility Authority, the Contractor shall have the ability to adjust the prices set forth in the bid/contract documents commensurate with the contractor's increased cost for materials and the change in the consumer price index. Pricing adjustments will be effective at the first date of the new contract year – no mid-term adjustments will be permitted by the Owner. Within thirty (30) days after Contractor gives notice to the Owner of a price adjustment, the Owner may request an audit for the purpose of verifying the price adjustment. In the case of a price adjustment, no adjustment will be allowed on work orders which have already been issued by the Owner to the Contractor.

In making any price adjustment proposal, the Contractor shall notify the Owner, in writing prior to the renewal of contract, the specific price adjustments requested using the following formula:

(25% x increase cost of materials) + (75% x CPI index) = Total increase on a prices on the price schedules.

For example, if the cost of resin increases 10% and the CPI index increases 2%, the total increase for all prices would be: (25% x 10%) + (75% x 2%) = 4% increase (rounded to the nearest $0.01).

The specific consumer price index used shall be the following:

Population Coverage:	CPI-U (all urban consumers)
Area Coverage:	U.S. Owner Average
Series Title:	All items
Index Base Period:	1982-84 = 100
Reference Range:	12-month period ending 12/31 which is released in mid-January.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make one progress payment per month on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st or 3rd Wednesday of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

    a. Ninety percent (90%) of the Work completed including the cost of materials and equipment stored and secured on the Site, but not incorporated in the Work (with the balance being retainage). If the Work has been fifty percent (50%) completed as determined by Engineer, the retainage shall be reduced to five percent (5%) on all subsequent payment requests. After fifty percent (50%) completion, if the character and progress of the Work have been satisfactory to Owner and Engineer, Contractor may request payment of up to one-half of the retainage held by the Owner on the entire amount of the Work completed, including the cost of materials and equipment stored and secured on the Site, but not incorporated in the Work.

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less one hundred percent (100%) of Engineer's estimate of the value of the Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Project Closeout

A. Owner shall develop a list of items required to render complete, satisfactory, and acceptable the Work purchased by Owner. The process for the development of the list, including responsibilities of Owner and Contractor in developing and reviewing the list and a reasonable time for developing the list, are as follows:

1. For construction projects having an estimated cost of less than $10 million, within 30 calendar days after reaching substantial completion of the Work; or

2. For construction projects having an estimated cost of $10 million or more, within 30 calendar days, unless otherwise extended by contract not to exceed 60 calendar days, after reaching substantial completion of the Work.

B. If this Agreement between Owner and Contractor relates to Work covering more than one building or structure, or involves a multi-phased Project, the list shall contain items required to render complete, satisfactory, and acceptable all of the Work for each building, structure, or phase of the Project within the time limitations provided in subsection 1, above.

C. The failure to include any corrective work or pending items not yet competed on the list developed pursuant to subsection 1 or subsection 2, above, does not alter the responsibility of the Contractor to complete all of the Work.

D. Upon completion of all items on the list, Contractor may submit a payment request for all remaining retainage withheld by Owner pursuant to Section 255.078, Florida Statutes (2007) or any successor statue thereto. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to this Agreement, Owner may continue to withhold an amount not to exceed one-hundred fifty percent (150%) of the total costs to complete such items.

E. All items of the Work that require correction under this Agreement and that are identified after the preparation and delivery of the list remain the obligation of Contractor as defined by this Agreement.

F. Warranty items may not affect the final payment of retainage as provided in this section or as provided in this Agreement between Contractor and its subcontractors and suppliers.

G. Retainage may not be held by Owner or Contractor to secure payment of insurance premiums under a consolidated insurance program or series of insurance policies issued to Owner or Contractor for the Project or a group of projects, and the final payment of retainage as provided in the section may not be delayed pending a final audit by Owner's or Contractor's insurance provider.

H. If Owner fails to comply with its responsibilities to develop the list required under subsection 1 or subsection 2, above, as defined in this Agreement, within the time limitations provided in subsection 1, above, Contractor may submit a payment request for all remaining retainage withheld by Owner pursuant to Section 255.078, Florida Statutes (2007) or any successor statue thereto. Owner need not pay or process any payment request for retainage if Contractor has, in whole or in part, failed to cooperate with Owner in the development of the list of failed to perform its contractual responsibilities, if any, with regard to the development of the list or if Section 255.078 (6), Florida Statutes (2007) or any successor statue thereto applies.

6.04 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All payments due for the Work as provided in Article 14 of the General Conditions and not made within the applicable time limits shall bear interest at the rate specified in Section 255.073 (4), Florida Statutes (2007) or any successor statue thereto.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions. See Appendix for Geotechnical Report.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement.
2. Performance bond.
3. Payment bond.
4. General Conditions.
5. Supplementary Conditions.
6. Specifications as listed in the Table of Contents of the Project Manual.
7. Addenda (numbers 1 to 2, inclusive).
8. Exhibits to this Agreement (enumerated as follows):

a. Contractor's Bid.

b. Documentation submitted by Contractor prior to Notice of Award.

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

   a. Notice to Proceed.

   b. Work Change Directives.

   c. Change Order(s).

   d. Purchase Order(s) with accompanying performance and payment bonds.

   e. Drawings.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

A. WAIVER: The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

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INSITUFORM TECHNOLOGIES, LLC

PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whittney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: December 1, 2018

Charles R. Gordon
President

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on June 18, 2019 (which is the Effective Date of the Agreement).

OWNER:

CLAY COUNTY UTILITY AUTHORITY

By: _____
Tom Morris, Executive Director

Attest: _____

Address for giving notices:

3176 Old Jennings Road
Middleburg, Florida 32068

CONTRACTOR:

Insituform Technologies, LLC

By: _____
Diane Partridge, Contracting and Attesting Officer

[CORPORATE SEAL]

Attest: _____
Janet Hass, Contracting and Attesting Officer

Address for giving notices:

17988 Edison Avenue
Chesterfield, MO 63005

License No. GCG1510306
(Where applicable)

Agent for service of process:
Corporation Service Company
1201 Hays Street
Tallahassee, FL 32301

(If CONTRACTOR is a corporation or a Partnership, attach evidence of authority to sign.)

Designated Representative:

Name: Jim French, P.E.
Title: Chief Engineer
Address: 3176 Old Jennings Road
Middleburg, Florida 32068
Phone: (904) 213-2408
Facsimile: (904) 213-2469

Designated Representative:

Name: Brandt Curvel
Title: Project Manager
Address: 6966 Business Park Blvd.
Jacksonville, FL 32256
Phone: (904) 838-0090
Facsimile: (904) 292-3198

SECOND RENEWAL OF CONTRACT
BETWEEN
CLAY COUNTY UTILITY AUTHORITY
AND
INSITUFORM TECHNOLOGIES, LLC.

THIS RENEWAL to the **ITB 2018/2019-A7 CONTINUING CONTRACT FOR SANITARY SEWER, WETWELL AND/OR MANHOLE REHABILITATION PART C-CIPP SANITARY SEWER LINING SYSTEM CONTRACT**, is made and entered into this 13th day of June, 2022, by and between the **CLAY COUNTY UTILITY AUTHORITY** ("CCUA"), an independent special district and political subdivision of the State of Florida, existing and created under Chapter 94-491, Laws of Florida, Special Acts on 1994, whose primary business address is 3176 Old Jennings Road, Middleburg, Florida 32068, and **INSITUFORM TECHNOLOGIES, LLC.** (the "Contractor"), a Missouri Company whose primary business address is 17988 Edison Avenue, Chesterfield, Missouri, 63005; registered to do business in the State of Florida. CCUA and the Contractor may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

W I T N E S S E T H

WHEREAS, CCUA and **INSITUFORM TECHNOLOGIES, LLC.** entered into that certain **ITB 2018/2019-A7 CONTINUING CONTRACT FOR SANITARY SEWER, WETWELL AND/OR MANHOLE REHABILITATION PART C- CIPP SANITARY SEWER LINING SYSTEM CONTRACT** as of June 18, 2019 (the "Original Agreement");

WHEREAS, CCUA and the Contractor entered into the First Renewal on June 18, 2020 (the "First Renewal");

WHEREAS, CCUA and the Contractor desire to extend the Original Agreement and First Renewal by entering into this Second Renewal as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. **DESCRIPTION OF CHANGES**

   a. Insituform Technologies, LLC. will continue to perform all its duties, responsibilities, and obligations under the Original Agreement and the First Renewal.

   b. CCUA hereby consents to continuing the Original Agreement with Insituform Technologies, LLC.

   c. The term of the Original Agreement and First Renewal shall be extended to June 18, 2024. Both parties hereby acknowledge that this Agreement may be annually renewed upon mutual agreement of both Parties. Further, this Agreement is cancelable by either

the Authority or the Contractor upon submittal of sixty (60) days' notice of such intent to cancel.

d. The rates in the Original Agreement are hereby amended as detailed in the **Exhibit 'A'**. Pricing will be effective on June 18, 2022.

2. MISCELLANEOUS

a. This Renewal and all Ancillary Documents may be executed by providing an electronic signature under the terms of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et. seq., and Chapter 668, Florida Statutes and delivered by email or other electronic delivery method which will have the same force and effect as a written signature.

b. This Renewal, when executed by the Parties, shall be effective as of the date stated above. This Renewal fully and completely expresses the agreement of the Parties with respect to the matters contained herein and shall not be modified or further amended except by written agreement executed by each of the Parties hereto. The Contractor understands and agrees that no representations of any kind whatsoever have been made to it other than as appear in this Renewal, that it has not relied on any such representations, and that no claim that it has so relied on may be made at any time and for any purpose.

c. This Renewal may be executed in any number of counterparts, each of which shall be deemed original; however, all of which when taken together shall constitute one and the same instrument.

d. Except as amended and/or modified by this Renewal, the Original Agreement is hereby ratified and confirmed and all other terms of the Original Agreement remain in full force and effect, unaltered, and unchanged by this Renewal. Whether or not specifically amended by this Renewal, all of the terms and provisions of the Original Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Renewal.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Second Renewal, effective as of the date indicated above.



INSITUFORM TECHNOLOGIES, LLC.:

By: _____

Printed Name: Diane Partridge

Title: Contracting and Attesting Officer

CLAY COUNTY UTILITY AUTHORITY:

By: _____

Printed Name: Jeremy D. Johnston, MBA, PE

Title: Executive Director

ATTEST:

By: _____

Printed Name: Angelia Wilson

Title: Procurement Manager

Execute in Triplicate Distribution (electronic):

1. Insituform Technologies, LLC.
2. CCUA Procurement Department
3. CCUA Project Manager – User Department

SPECIFICATIONS AND CONTRACT DOCUMENTS

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract

CLAY COUNTY UTILITY AUTHORITY
MIDDLEBURG, FLORIDA

CCUA BID NO. 18/19-A7

Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068
(904) 272-5999

April 2019

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Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract
CCUA Bid No. 18/19-A7

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REQUEST FOR BIDS

NOTICE IS HEREBY GIVEN that the Clay County Utility Authority (AUTHORITY), Clay County, Florida, will be accepting sealed Bids in triplicate, which will be received until 2:00 p.m., (local time), May 9, 2019, at the Clay County Utility Authority, 3176 Old Jennings Road, Middleburg, Florida 32068-3907 for the following:

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract
CCUA BID NO. 18/19-A7

The Selected Contractor shall furnish, unless otherwise noted, all necessary permits, labor, equipment and materials to complete the following:

- This is a five (5) year continuing contract for work that consists of furnishing all labor, materials and equipment necessary to rehabilitate sanitary sewers, manholes and/or wetwells. Owner shall furnish construction plans to identify the work for which purchase orders will be issued.

Bidders may bid on any or all Parts but must provide unit pricing for each item in any Part they intend to bid. The Owner will evaluate the bids and determine which bid is in its best interest and the award will be made to the Bidder with the highest ranking based on the items of consideration in Article 19 of Section 00200 Instructions to Bidders.

All materials, methods of construction, and standards must be in accordance with the AUTHORITY's approved material manual, specs, and details.

Certified minority business enterprises or minority persons are encouraged to timely submit their bid for this project consistent with the terms of this Notice. Due consideration also will be given to bidders, other than certified minority business enterprises or minority persons, whose bid contains a written plan or summary outlining their intended efforts to use certified minority business enterprises or minority persons as subcontractors or material suppliers for this project, should bidder be awarded a contract.

Bids are due at 2:00 p.m., local time, May 9, 2019, at the Clay County Utility Authority, 3176 Old Jennings Road, Middleburg, Florida 32068-3907, and will be opened as soon thereafter as possible in the presence of the Recording Secretary of the AUTHORITY and all other interested persons. The opened Bids will be read aloud, examined for conformance to the specifications, tabulated, and one copy preserved in the custody of the AUTHORITY'S Recording Secretary.

Bids <u>will not</u> be valid unless received in triplicate by the Bid deadline and in a sealed envelope marked "CLAY COUNTY UTILITY AUTHORITY, Sealed Bid No. *18/19-A7*

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract, to be opened 2:00 p.m., May 9, 2019", so as to guard against opening prior to the time set therefore.

Envelopes should be mailed or delivered in person to the above address. Questions should be directed in writing by email to jgray@clayutility.org no later than Monday, April 29, 2019 at 2:00 p.m. (local time).

BID Documents, drawings and any ADDENDA may be obtained electronically from www.clayutility.org/projects/procurement.aspx. All bidders shall be responsible for obtaining all documents and Addenda issued prior to the Bid.

The authority shall not be responsible for full or partial sets of documents including Addenda, if any, obtained from sources other than the issuing office.

Bids require a Bid security made payable to Owner for Part A: in an amount of five (5) percent of $50,000 ($2,500); for Parts B and C: five (5) percent of $500,000 ($25,000) in the form of a either a certified check or a bank money order or a Bid bond and may not be withdrawn after the scheduled opening time for a period of sixty (60) days.

The AUTHORITY reserves the right to waive formalities in any Bid, to reject any or all bids with or without cause, and/or to accept the Bid or any portion thereof that, in its judgement, will be in the best interest of the AUTHORITY.

END OF SECTION

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 60 days after opening of Bids.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's responsiveness, Bidder will submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below and in Article 15.

A. Bidder's Ability to Perform and Responsiveness: Bidder before the award of any Contract, will demonstrate to the complete satisfaction of the Owner that the Bidder has the necessary facilities, ability and financial resources to perform the work or provide the requested special services in a satisfactory manner within the time specified; that Bidder has had experience in the work or special services of the same or similar nature; and that the Bidder's past history and references which will serve to satisfy the Owner beyond any doubt as to their responsiveness for doing the work.

B. List of References and installations of similar work with contact names and telephone numbers as described in Article 15.

C. Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

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ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;

B. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

C. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";

D. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;

E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

G. promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder; and

H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.02 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any

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specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Owner written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Owner are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 A pre-Bid conference will not be held.

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site will be identified by Purchase Order. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda and will be made available on CCUA's website to review; www.clayutility.org/projects/procurement.aspx. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Respondents shall be responsible for checking CCUA's website for any Addenda prior to bid submittal.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner for Part A: in an amount of five (5) percent of $50,000 ($2,500); for Parts B and C: five (5) percent of $500,000 ($25,000) and in the form of either a certified check, bank money order, or Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to

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have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment will be set forth in the individual purchase orders issued under this Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Owner, application for such acceptance will not be considered by Owner until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

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12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

13.01 *The Bid Form is included with the Bidding Documents. Bidding Documents are available on CCUA's website;* www.clayutility.org/projects/procurement.aspx. The authority shall not be responsible for full or partial sets of documents including Addenda, if any, obtained from sources other than the issuing office.

13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Part, bid item, and unit price item listed therein. In the case of optional alternatives, the words "No Bid," "No Change," or "Not Applicable" may be entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.08 All names shall be printed in ink below the signatures**.**

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

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ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 Unit Price

A. Bidders shall submit a Bid on a unit price for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be in the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

C. Estimated Quantities: The Bidder's attention is called to the fact that any estimate of quantities furnished on the bid form or elsewhere, are approximate only. Estimated quantities are for proposal preparation only and should not be interpreted as restrictive minimum or maximum quantities to which contract prices apply. The owner does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities nor shall the successful contractor plead misunderstanding or deception because of such estimate of quantities. All contract work is contingent upon funding approved by the Clay County Utility Authority's Board of Supervisors.

D. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figres and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

15.01 *BID Documents, drawings, and ADDENDA, if any, may be obtained electronically from; www.clayutility.org/projects/procurement.aspx. All Bidders shall be responsible for obtaining Addenda, if any, issued prior to the bid. The authority shall not be responsible for full or partial sets of documents including Addenda, if any, obtained from sources other than the issuing office. See Bid Submittal Checklist for other documents needed for bid submittal.*

15.02 An unbound copy of the Bid Form is to be completed and submitted with the following documents:

1) The required Bid Security,

2) W-9 Tax Payers Identification form,

3) Public Entities Crimes Statement,

4) Trench Safety Affidavit,

5) Copy of Contractor's License or Underground Utility Contractor's License,

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6) Authorization to do business in the State of Florida or Bidder's covenant in writing to obtain such authority prior to award of the contract (per Article 13),

7) Bidder Qualifications and Information:

   a) Proof that the Bidder has been in business, under the same name, for a minimum of five (5) years
   b) Location of offices
   c) Copies of all contractor/subcontractor personnel's confined space entry and manufacturer installation certifications
   d) Resumes of proposed project manager and project superintendent with verification that they each have a minimum of five (5) years of experience and have been employed with the Bidder's company for a minimum of one (1) year.
   e) Equipment listing,

8) Subcontractor Qualifications and Information:

   a) Name and address
   b) Type of work to be performed
   c) Proof that the Subcontractor has been in business, under the same name, for a minimum of three (3) years
   d) Resumes of proposed project manager and project superintendent with verification that they each have a minimum of three (3) years of experience and have been employed with the Bidder's company for a minimum of one (1) year.

9) Bidder Reference Projects Information. Submit the following information for each of three (3) projects:

   a) Project name
   b) Project location (city, state)
   c) Brief description of project substantiating similarity to this project
   d) Date of completion of project
   e) Owner's name
   f) Owner's Project Manager name, telephone number and email address
   g) Engineer's Project Manager name, telephone number and email address.

10) Subcontractor Reference Projects Information. Submit the following information for each of three (3) projects:

   a) Project name
   b) Project location (city, state)
   c) Brief description of project substantiating similarity to this project
   d) Date of completion of project
   e) Owner's name
   f) Owner's Project Manager name, telephone number and email address

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g) Engineer's Project Manager name, telephone number and email address.

11) Product Specifications - Detailed, manufacturer product specifications of the rehabilitation system to be used for work under this contract:

- Part A – Treatment Plant Wetwell Lining System
- Part B – Manhole/Lift Station Wetwell Coating System
- Part C – CIPP Sanitary Sewer Lining System

12) Documentation of good faith efforts to utilize MBE/WBEs on this project,

13) Current workload (project commitments),

14) Financial Statement (THIS INFORMATION MUST BE SUBMITTED IN A SEPARATE ENVELOPE WITH "FINANCIAL INFORMATION" WRITTEN ON THE OUTSIDE. Per Florida Statutes this information is exempt from public information requests.) or a letter from the bidder's surety showing sufficient bonding capacity for this project. Most recent financial statements:

1. Audited financial statements [if Bidder has bank loan(s)] including:
   a. "Cash on hand".
   b. Calculation of "Current Ratio" (result of dividing current assets by current liabilities).
   c. Calculation of "Debt to Asset Ratio" (result of dividing total liabilities by total assets).
   d. Ratio of "working capital" to "total assets".
   e. Ratio of "retained earnings" to "total assets".
   f. Ratio of "earnings before interest and taxes" to "total assets".
   g. Ratio of "net worth" to "total liabilities".
2. Unaudited financial statements (if audited statements are not available).
3. Last three (3) years of corporate federal income tax returns.
4. In lieu of financial information described in Paragraph 14. 1.-3., Bidder may provide a letter from his bonding company stating that Bidder has sufficient available bonding capacity for the project.

15) Part C only: Bidder shall include copies of their company's safety logs (summaries only) submitted to the Occupational Health and Safety Administration (OSHA) and those of any subcontractors to perform work under this contract for the 2016, 2017, and 2018 calendar years. Proposal will be rejected if the OSHA logs (summaries only) are NOT provided with the proposal submittal. The Owner reserves the right to reject a proposal based upon past safety performance as evidenced from contractor/subcontractor OSHA logs (summaries only), references and other means as determined by the Owner. Safety performance shall be demonstrated by the contractor to the Owner's satisfaction.

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16) Part C only: Product Performance - Bidder shall provide a reference list that documents the proposed product is commercially proven. For a product to be considered "commercially proven", a minimum of 2,000,000 linear feet of successful sanitary sewer system installations in the United States within 5 years must be documented to the satisfaction of the Owner. In addition, at least 300,000 linear feet of 8" to 18" of the product shall have been in successful service within sanitary sewer systems within the State of Florida for a minimum of five (5) years.

17) Part C only: CIPP Lining Installer Performance - Bidder shall provide documentation demonstrating that an installer is "commercially proven". For an installer to be "commercially proven", the installer must satisfy all insurance, financial and bonding requirements of the Owner and must have had at least five (5) years active experience under the firm's current name in the commercial installation of the proposed product. In addition, the installer must have successfully installed a minimum of 1,000,000 linear feet within 24 months of the proposed product in sanitary systems in the State of Florida.

18) Part C only: Cleaning Contractor Performance – Bidder shall provide documentation demonstrating that Cleaning Contractor has previously been engaged in cleaning operations of similar size and complexity to the work described herein. A contractor conducting cleaning operations on existing sewer lines shall have five (5) years experience in cleaning existing sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet within the past two (2) years.

19) Part C only: Lateral Installer Performance - The contractor or subcontractor shall have a minimum of two (2) years of service continuous experience installing CIPP Lateral Lining in pipe of similar size, length and configuration as proposed in this project. In addition, the contractor or subcontractor shall have successfully installed 15,000 CIPP laterals in a wastewater collection system application. The onsite Superintendent must have installed over 5,000 CIPP laterals of like condition for this geographic area and have a minimum of 5 years of CIPP industry experience.

15.02 The Authority reserves the right to examine documentation which supports compliance with federal, state, and local labor regulations. Examples include Federal tax form 941 and OSHA incident report forms.

15.03 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Chief Engineer, Clay County Utility Authority, 3176 Old Jennings Road, Middleburg, Florida 32068.

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ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Request for Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, incomplete, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

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19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

19.07 The Owner will evaluate the bids and the award will be made to the lowest responsive, responsible bidder for the Part(s) selected by the Owner.

19.08 Certified minority business enterprises or minority persons are encouraged to timely submit their bid for this project consistent with the terms of this Notice. Due consideration also will be given to bidders, other than certified minority business enterprises or minority persons, who agree to use certified minority business enterprises or minority persons as subcontractors or material suppliers for this project, should they be awarded this bid.

19.09 In evaluating Bids, Buyer will consider the qualifications of the Bidders. The AUTHORITY shall evaluate each proposal based on the following factors:

A. Cost - Cost is always an important factor, however it is not the only consideration.

B. Emergency Service - Contractor must respond to an emergency situation within 24 hours and be mobilized and ready to make repairs as required and in accordance with these specifications.

C. Experience of the Firm - Years of experience providing these types of services along with customer references and past performance are important factors that will be considered. In the past 24 months, Contractor shall have successfully completed:

- Part A – 20 treatment plant wetwell lining systems
- Part B – 200 manhole/lift station wetwell lining systems
- Part C – 1,000,000 linear feet of sanitary pipe lining.

D. Logistics - The location of the firm in relation to the service area and the logistical effort required to transport equipment are factors that will be taken into consideration.

E. Prior experience - The AUTHORITY reserves the right to reject a bid based on past performance of the firm.

F. Equipment Availability -Contractor must own or have a long-term lease for all equipment and be capable of performing all of the work listed in the bid form with this equipment.

G. Safety: The Authority reserves the right to reject a bid based on unsatisfactory safety record or a lack of documented safety procedures.

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H. License Required - Contractor must have valid a Florida Underground Utility Contractor's License or General Contractor's License.

I. Compliance of proposed products with the contract specifications.

J. For Part C – Sewer Rehabilitation using Cured-in-place Pipe, the following additional evaluation criteria and point system shall be used to evaluate the Bidder's proposal:

The Owner's staff shall conduct an evaluation of all Part C Bidders on the basis of the information provided with the proposal and other evaluation criteria as set forth above. Recommendation for award will be made to the highest rated Bidder as determined by the Owner's staff in accordance with the award criteria. Selection will be made from a short list of Bidders deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria listed below:

Criteria	Score	Weight	Max. Pts. Possible
References to verify product performance in conditions similar to the work to be performed for the Owner.	25	10	250
References to verify installer performance for work similar to that of the work to be performed for the Owner	25	10	250
Documentation and references to verify the contractor's Safety practices and safety history including any subcontractor in the performance of work similar to work to be performed for the Owner.	25	20	500
Price	15	10	150
Office and staff location	10	5	50
TOTAL	100		1,200

19.09 The Bidders shall provide unit prices for all bid items. The Owner will evaluate the bids and determine which bid is in its best interest and the award will be made to the highest ranking based on the items of consideration in section 19.08 above.

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ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – SALES AND USE TAXES

22.01 State sales and use taxes on materials and equipment to be incorporated in the Work shall be included in the Bid. However, the Owner is exempt from sales and use taxes on materials and equipment and therefore, at the Owners option, the Contractor shall be required to provide the Owner with the details of his Purchase Order(s), including vendor name, address, and quantity and type of materials and/or equipment being ordered. The Owner may choose to order the major materials and/or equipment direct. Should the Owner choose to do this, any payment that is made direct by the Owner (plus an amount equal to the sales tax that would have been paid by the Contractor) for the materials shall be a direct deduct from the Contractors contract as if the payment were made direct to the Contractor. The whole purpose of this provision is to save the amount of sales taxes that would be otherwise assessed to the Contractor for the major material purchases.

ARTICLE 23 – RETAINAGE

23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

END OF SECTION

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SECTION 00300

BID FORM

CCUA BID NO. 18/19-A7
Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract
CLAY COUNTY UTILITY AUTHORITY

SUBMITTED BY: _____ DATE:_____
_____
_____

The undersigned, as Bidder, hereby declares that the only person or persons interested in the proposal as Principals is, or are named herein and that no other person that is herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the places where the work is to be performed; that he has examined the plans and specifications for the work and contract documents relative thereto, that he has read all special provisions furnished prior to the opening of bids, and that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the Owner in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the contract in full and complete it in accordance with the shown, noted, described and reasonable intended requirements of the plans and specifications and contract documents to the full satisfaction of the contract with the Owner with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and contract documents, as follows:

BID SCHEDULE

Bids are to be on a unit price basis and are to include all labor, materials, equipment and incidentals necessary to perform the special services as indicated in the contract documents. Bidders may bid on any or all Parts but must provide unit pricing for each item in any Part they intend to bid. Incomplete bid submittals will not be accepted. Work includes, but is not necessarily limited to, the following:

This is a five (5) year continuing contract for work that consists of furnishing all labor, materials and equipment necessary to rehabilitate sanitary sewers, manholes and/or wetwells. Owner shall furnish construction plans to identify the work for which purchase orders will be issued.

Part A – Treatment Plant Wetwell Rehabilitation

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	Surface Preparation	4,000	SF		
B.	Material Installation	4,000	SF		
Sub-total Part A					
C.	Construction Performance & payment Bond Not to Exceed 2%		%		
Total Part A					

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Part B – Manhole or Lift Station Wetwell Rehabilitation

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	Clean and Coat New Sanitary Sewer Manhole (4-foot diameter)	50	VF		
B.	Clean and Coat New Sanitary Manhole (5-foot diameter)	50	VF		
C.	Clean and Coat Existing Sanitary Sewer Manhole (4-foot diameter)	1000	VF		
D.	Clean and Coat Existing Sanitary Sewer Manhole (5-foot diameter)	1000	VF		
E.	Clean and Coat Existing Wetwell	5000	SF		
F.	Interior Manhole Coating/Lining Repair	50	SF		
G.	Adjust manhole frame and cover (adjustment rings not-to-exceed 12")	25	EA		
H.	Adjust manhole frame and cover with cone or riser section (Each additional foot over initial 12")	5	VF		
I.	Install frame & cover (24”)	1	EA		
J.	Install frame & cover (36”)	1	EA		
K.	Invert Replacement	50	EA		
L.	Inside Drop System 4" - 8"	25	EA		
M.	Inside Drop System 10" - 12"	25	EA		
N.	Stop Leak (per manhole without lining)	50	EA		
O.	Maintenance of Traffic				
1.	Traffic Control – MOT Index 601 or 602 (per day)	2	LS		
2.	Traffic Control – MOT Index 603 or higher (per day)	4	LS		
3.	Traffic Control – MOT Index 601 or 602 (per week)	2	LS		
4.	Traffic Control – MOT Index 603 or higher (per week)	4	LS		
P.	Emergency Response Mobilization (per Work Order)	5	EA		
Q.	Construction Video and Photos (per Work Order)	20	EA		
Sub-total Part B					**$**
R.	Construction Performance & Payment Bond Not to Exceed 2%		%		
Total Part B					**$**

Part C – Sanitary Sewer Rehabilitation – Cured-in-place Pipe (CIPP)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Sanitary Sewer Line Cleaning and Inspection					
1.	Light Cleaning (<1/4 diameter)				
a.	4” Diameter	5,000	LF		
b.	6” Diameter	2,000	LF		
c.	8” Diameter	13,250	LF		
d.	10” Diameter	1,250	LF		
e.	12” Diameter	900	LF		
f.	14” Diameter	500	LF		
g.	18” Diameter	100	LF		
h.	20” Diameter	100	LF		
i.	24” Diameter	100	LF		
2.	Tuberculation Cleaning				
a.	4” Diameter	250	LF		
b.	6” Diameter	100	LF		
c.	8” Diameter	650	LF		
d.	10” Diameter	75	LF		
e.	12” Diameter	50	LF		
f.	14” Diameter	25	LF		
g.	18” Diameter	50	LF		
h.	20” Diameter	50	LF		
i.	24” Diameter	50	LF		
3.	Root Removal				
a.	4” Diameter	500	LF		
b.	6” Diameter	200	LF		
c.	8” Diameter	1,300	LF		
d.	10” Diameter	125	LF		
e.	12” Diameter	90	LF		
f.	14” Diameter	50	LF		
g.	18” Diameter	50	LF		
h.	20” Diameter	50	LF		
i.	24” Diameter	50	LF		
4.	CCTV Pipe Inspection				
a.	6” Diameter	2,000	LF		
b.	8” Diameter	13,250	LF		
c.	10” Diameter	1,250	LF		
d.	12” Diameter	900	LF		
e.	14” Diameter	500	LF		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
f.	18" Diameter	200	LF		
g.	20" Diameter	200	LF		
h.	24" Diameter	200	LF		
5.	Clean & CCTV Inspection – Sewer Lateral (no lining)				
a.	Lateral inspection 0' to 40'	20	EA		
b.	Additional Lateral Inspection > 40'	1	LV		
B. Sanitary Sewer Rehabilitation					
1. CIPP lining					
a.	6" Diameter				
1	4.5 mm nominal thickness (.177)	2,000	LF		
b.	8" Diameter				
1	6.0 mm nominal thickness (.236)	13,250	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
c.	10" Diameter				
1	6.0 mm nominal thickness (.236)	1,250	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
d.	12" Diameter				
1	6.0 mm nominal thickness (.236)	900	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
e.	14" Diameter				
1	6.0 mm nominal thickness (.236)	500	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
e.	18" Diameter				
1	6.0 mm nominal thickness (.236)	200	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
4	10.5 mm nominal thickness (.413)	1	LF		
f.	20" Diameter				
1	6.0 mm nominal thickness (.236)	200	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
4	10.5 mm nominal thickness (.413)	1	LF		
5	12.0 mm nominal thickness (.472)	1	LF		
g.	24" Diameter				
1	9.0 mm nominal thickness (.354)	200	LF		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2	12.0 mm nominal thickness (.472)	1	LF		
3	12.0 mm nominal thickness (.472)	1	LF		
4	13.5 mm nominal thickness (.531)	1	LF		
5	15.0 mm nominal thickness (.591)	1	LF		
2. Sectional CIPP lining					
a.	6” Diameter				
1	3’ in length	1	EA		
2	4’ in length	1	EA		
3	6’ in length	1	EA		
4	8’ in length	1	EA		
b.	8” Diameter				
1	3’ in length	1	EA		
2	4’ in length	1	EA		
3	6’ in length	1	EA		
4	8’ in length	1	EA		
c.	10” Diameter				
1	3’ in length	1	EA		
2	4’ in length	1	EA		
3	6’ in length	1	EA		
4	8’ in length	1	EA		
d.	12” Diameter				
1	3’ in length	1	EA		
2	4’ in length	1	EA		
3	6’ in length	1	EA		
4	8’ in length	1	EA		
e.	14” diameter				
1	3’ in length	1	EA		
2	4’ in length	1	EA		
3	6’ in length	1	EA		
4	8’ in length	1	EA		
c.	18” Diameter				
1	3’ in length	1	EA		
2	4’ in length	1	EA		
3	6’ in length	1	EA		
4	8’ in length	1	EA		
d.	20” Diameter				
1	3’ in length	1	EA		
2	4’ in length	1	EA		
3	6’ in length	1	EA		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4	8’ in length	1	EA		
e.	24” diameter				
1	3’ in length	1	EA		
2	4’ in length	1	EA		
3	6’ in length	1	EA		
4	8’ in length	1	EA		
3. Lateral CIPP Lining					
a.	Top hat – up to 36 inches				
1	4” lateral connection	60	EA		
2	6” lateral connection	120	EA		
3	8” lateral connection	1	EA		
b.	Full wrap – up to 36 inches				
1	4” lateral connection	60	EA		
2	6” lateral connection	120	EA		
3	8” lateral connection	1	EA		
c.	Lateral lining 0 to 40’	175	EA		
d.	Additional lateral lining >40’	1	LF		
e.	Lateral cutout & polish	175	EA		
f.	Lateral grout	1	EA		
4. Cleanout Installation					
a.	4” cleanout	10	EA		
b.	6” cleanout	10	EA		
c.	8” cleanout	1	EA		
5. Site Restoration					
a.	Concrete	200	SF		
b.	Paver removal and replacement	100	SF		
c.	Sodding	200	SF		
d.	Seeding and Mulching	400	SF		
6.	Dewatering	500	LF		
7.	Erosion and Sediment Control	500	LF		
8.	Tanker Trucks for Bypass (daily rate for 8 hours)	10	EA		
C. Maintenance of Traffic					
a.	Traffic Control – MOT Index 601 or 602 (per day)	2	LS		
b.	Traffic Control – MOT Index 603 or higher (per day)	4	LS		
c.	Traffic Control – MOT Index 601 or 602 (per week)	2	LS		
d.	Traffic Control – MOT Index 603 or higher (per week)	4	LS		
D. Administration					
a.	Emergency Response Mobilization (/Work Order)	5	EA		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
b.	Construction Video and Photographs (per Work Order)	20	EA		
Sub-total Part C					$
D. Bond					
a.	Contract Performance and Payment Bond Cost Not to Exceed 2%				
Total Part C					$

Performance and Payment Bonds shall not exceed 2 percent of an individual project amount. See Section 01025 Measurement and Payment for further information on unit price bid items.

All Work performed under this Agreement must be covered by a 1-year, 100% Performance and Payment Bond with an additional 1-year, 100% warranty bond for the second year of the warranty period. Purchase orders will be issued for all Work. For planned projects, the bond shall be delivered along with the signed copy of the purchase order for the amount of the purchase order. For emergency work, the Authority will expect the Contractor to maintain at all times, a $100,000 Performance and Payment Bond that is renewable on an annual basis. The additional 1-year warranty bond is required for all emergency work.

The Authority will pay the premium of the annual bond to cover emergency work up to 2.5 percent of the Bond amount based on actual invoices from the Surety. The bond costs for planned work will be based on the bid price provided in the bid form

The Bidder shall provide unit prices for all items. The Owner will evaluate the bids and other required submittals and supplemental information noted in Article 15.01 of Section 00200 and evaluation criteria items A through J shown in Article 19.08 of Section 00200. The recommendation of Award will be based on a ranking of the factors listed in the Instruction to Bidders in Section 00200 Paragraph 19.08. See Instructions for Bidders for discussion of Award of Contract.

The Bidder further proposes and agrees to commence work on a date to be specified in a written Purchase Order from the Owner and shall complete the work pursuant to a schedule identified in the said Purchase Order.

At the Owners option, the Contractor shall be required to provide the Owner with the details of his Purchase Order, including vendor name, address, and quantity and type of materials being ordered. The Owner may choose to order the major materials and/or equipment direct. Should the Owner choose to do this, any payment that is made direct by the Owner (plus an amount equal to the sales tax that would have been paid by the Contractor) for the materials shall be a direct deduct from the Contractors contract as if the payment were made direct to the Contractor. The whole purpose of this provision is to save the amount of sales taxes that would be otherwise assessed to the Contractor for the major material purchases.

It shall be the Contractors responsibility to submit Shop Drawings, receive and verify accuracy of such shipments and, upload such shipments as if Contractor had purchased the materials direct. Shop Drawings received from the suppliers, will be forwarded by the Clay County Utility Authority to the Contractor for their review of accuracy and correctness of the Shop Drawings and shall provide an approval action on each product. Shop Drawings shall then be submitted to the Design Engineer for their review and approval action. After the Contractor and Engineer have reviewed the Shop Drawings, they then shall be submitted to the Clay County Utility Authority for review.

The Owner shall assume all risk of loss and bear the cost of insurance on all materials purchased tax exempt. Once the Clay County Utility Authority's Purchase Order is prepared, then it will be returned to the Contractor for proofing and mailing to the vendor.

The Bidder further proposes and agrees to commence work under his contract on a date to be specified in the Notice-to-Proceed and shall complete all work there under within the time schedule in the Agreement.

Addendum Receipt: Bidders shall acknowledge below the receipt of all addenda, if any, to plans and specifications.

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Bidders shall attach the following supplemental information to their bid. **Items shall be clearly labeled and numbered and submitted in the order listed below:**

1) The required Bid Security.
2) W-9 Tax Payers Identification form
3) Public Entities Crimes Statement
4) Trench Safety Affidavit
5) Copy of Contractor's License or Underground Utility Contractor's License
6) Authorization to do business in the State of Florida or Bidder's covenant in writing to obtain such authority to award of the contract (per Article 13)
7) Bidder Qualifications and Information:
    a. Proof that the Bidder has been in business, under the same name, for a minimum of five (5) years
    b. Location of offices
    c. Copies of all contractor/subcontractor personnel's confined space entry and manufacturer installation certifications
    d. Resumes of proposed project manager and project superintendent with verification that they each have a minimum of five (5) years of experience and have been employed with the Bidder's company for a minimum of one (1) year.
    e. Equipment listing,

8) Subcontractor Qualifications and Information:

   a. Name and address
   b. Type of work to be performed
   c. Proof that the Subcontractor has been in business, under the same name, for a minimum of three (3) years
   d. Resumes of proposed project manager and project superintendent with verification that they each have a minimum of three (3) years of experience and have been employed with the Bidder's company for a minimum of one (1) year.

9) Bidder Reference Projects Information. Submit the following information for each of three (3) projects:

   a. Project name
   b. Project location (city, state)
   c. Brief description of project substantiating similarity to this project
   d. Date of completion of project
   e. Owner's name
   f. Owner's Project Manager name, telephone number and email address
   g. Engineer's Project Manager name, telephone number and email address.

10) Subcontractor Reference Projects Information. Submit the following information for each of three (3) projects:

   a. Project name
   b. Project location (city, state)
   c. Brief description of project substantiating similarity to this project
   d. Date of completion of project
   e. Owner's name
   f. Owner's Project Manager name, telephone number and email address
   g. Engineer's Project Manager name, telephone number and email address.

11) Product Specifications - Detailed, manufacturer product specifications of the rehabilitation system to be used for work under this contract:

   - Part A – Treatment Plant Wetwell Lining System
   - Part B – Manhole/Lift Station Wetwell Coating System
   - Part C – CIPP Sanitary Sewer Lining System

12) Documentation of good faith efforts to utilize MBE/WBEs on this project,

13) Current workload (project commitments),

14) Financial Statement (THIS INFORMATION MUST BE SUBMITTED IN A SEPARATE ENVELOPE WITH "FINANCIAL INFORMATION" WRITTEN ON THE OUTSIDE. Per Florida Statutes this information is exempt from public information requests.) or a letter from the bidder's surety showing sufficient bonding capacity for this project. (See Section 00200 Instructions to Bidders, Article 15, Paragraph 15.02 for details.)

15) Part C only: OSHA Logs - Bidder shall include copies of their company's safety logs (summaries only) submitted to the Occupational Health and Safety Administration (OSHA) and those of any subcontractors to perform work under this contract for the 2016, 2017, and 2018 calendar years. Proposal will be rejected if the OSHA logs (summaries only) are NOT provided with the proposal submittal. The Owner reserves the right to reject a proposal based upon past safety performance as evidenced from contractor/subcontractor OSHA logs (summaries only), references and other means as determined by the Owner. Safety performance shall be demonstrated by the contractor to the Owner's satisfaction.

16) Part C only: Product Performance - Bidder shall provide a reference list that documents the proposed product is commercially proven. For a product to be considered "commercially proven", a minimum of 2,000,000 linear feet of successful sanitary sewer system installations in the United States within 5 years must be documented to the satisfaction of the Owner. In addition, at least 300,000 linear feet of 8" to 18" of the product shall have been in successful service within sanitary sewer systems within the State of Florida for a minimum of five (5) years.

17) Part C only: CIPP Lining Installer Performance - Bidder shall provide documentation demonstrating that an installer is "commercially proven". For an installer to be "commercially proven", the installer must satisfy all insurance, financial and bonding requirements of the Owner and must have had at least five (5) years active experience under the firm's current name in the commercial installation of the proposed product. In addition, the installer must have successfully installed a minimum of 1,000,000 linear feet within 24 months of the proposed product in sanitary systems in the State of Florida.

18) Part C only: Cleaning Contractor Performance – Bidder shall provide documentation demonstrating that Cleaning Contractor has previously been engaged in cleaning operations of similar size and complexity to the work described herein. A contractor conducting cleaning operations on existing sewer lines shall have five (5) years experience in cleaning existing sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet within the past two (2) years.

19) Part C only: CIPP Lining Lateral Installer Performance - The contractor or subcontractor shall have a minimum of two (2) years of service continuous experience installing CIPP Lateral Lining in pipe of similar size, length and configuration as proposed in this project. In addition, the contractor or subcontractor shall have successfully installed 15,000 CIPP laterals in a wastewater collection system application. The onsite Superintendent must have installed over 5,000 CIPP laterals of like condition for this geographic area and have a minimum of 5 years of CIPP industry experience.

AN INDIVIDUAL

By _____ (Seal)
(Signature)

_____
(Print Name)
doing business as
Business Address: _____

Phone No: _____ Fax No: _____

A PARTNERSHIP

_____ (Seal)
(Firm Name)

_____
(General Partner/Signature)

_____
(Print Name)

Business Address: _____

Phone No: _____ Fax No: _____

A CORPORATION

_____ (Seal)
(Corporation Name)

_____
(State of Incorporation)

By _____
(Signature of Person Authorized to Sign)

_____
(Print Name)

_____
(Title) (Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Phone No: _____ Fax No: _____

A JOINT VENTURE

_____
(Business Name)

By: _____
(Signature)

_____
(Print Name)

_____
(Address)

By: _____
(Signature)

_____
(Print Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

The full names; business addresses; business and emergency telephone numbers of persons and firms interested in the foregoing bid, as principals, are as follows:

(If Corporation, President, Secretary, and Treasurer Identification)

MANDATORY SUBMITTAL CHECKLIST
(Submit this checklist with bid.)

- ☐ 1. The required Bid Security
- ☐ 2. W-9 Tax Payers Identification form
- ☐ 3. Public Entities Crimes Statement
- ☐ 4. Trench Safety Affidavit
- ☐ 5. Copy of Contractor's License or Underground Utility Contractor's License
- ☐ 6. Authorization to do business in the State of Florida or Bidder's covenant in writing to obtain such authority prior to award of the contract (per Article 13)
- ☐ 7. Bidder Qualifications and Information
- ☐ 8. Subcontractor Qualification and Information
- ☐ 9. Bidder Reference Projects Information: Submit the information on the form below for each of the three (3) projects substantiating similarity to this project.
- ☐ 10. Subcontractor Reference Projects Information: Submit the information on the form below for each of the three (3) projects substantiating similarity to this project.
- ☐ 11. Product Specifications
- ☐ 12. Documentation of good faith efforts to utilize MBE/WBEs on this project.
- ☐ 13. Current workload (project) commitments
- ☐ 14. Financial Statement (THIS INFORMATION MUST BE SUBMITTED IN A SEPARATE ENVELOPE WITH "FINANCIAL INFORMATION" WRITTEN ON THE OUTSIDE. Per Florida Statutes this information is exempt from public information requests.) or a letter from the bidder's surety showing sufficient bonding capacity for this project.
- ☐ 15. Part C only: OSHA Logs
- ☐ 16. Part C only: Project Performance
- ☐ 17. Part C only: CIPP Lining Installer Performance
- ☐ 18. Part C only: Cleaning Contractor Performance
- ☐ 19. Part C only: CIPP Lining Lateral Installer Performance

Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

We (_____) certify that we submitted the required documents as checked above.

_____ _____

Bidder's Signature **Date**

CONTRACTOR/SUB-CONTRACTOR
PROJECT REFERENCES

Please provide as references, the project description and client reference information of at least three (3) clients you have served in the last two (2) years.

a. Project Name: _____

b. Project Location (city, state): _____

c. Brief description of project substantiating similarity to this project: _____

_____

_____

_____

_____

_____

_____

d. Date of completion of project: _____

e. Owner's Name: _____

f. Owner's Project Manager Name: _____

Phone: _____ Cell: _____

Email: _____

g. Engineer's Project Manager Name: _____

Phone: _____ Cell: _____

Email: _____

SECTION 00400

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,_____ _____as Principal, and _____ _____as Surety, are hereby held and firmly bound unto Clay County Utility Authority as OWNER in the penal sum of _____ _____for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____,20__

The Condition of the above obligation is such that whereas the Principal has submitted to Clay County Utility Authority a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract, Clay County Utility Authority Bid No. 18/19-A7.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety of all and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BY: _____
Principal

_____
Surety

_____
Attorney-in-Fact

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL, AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of public entity)

By_____
(print individual's name and title)

whose business address is _____

And (if applicable) its Federal Employer Identification Number (FEIN) is_____

(If the entity has no FEIN, include Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (G), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (B), Florida Statutes means finding of guilt or a conviction of public entity crime, with or without an adjudication of guilt, in any federal or state trail court of record relating to charges brought by indictment, or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (A), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) (E), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which aids or applies to bid on contracts for the provision of goods or services led by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person"

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

☐ Neither the entity submitting this sworn statement nor any of it's officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or and affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____ _____

(signature) (date)

STATE OF_____ COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority_____ who after first being sworn by me, affixed his/her (name of individual signing) signature in the space provided above on this_____day of_____, 20__.

My commission expires: _____

NOTARY PUBLIC

SECTION 00425

W-9 Form

(See next page for W-9 Form)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ► **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

SECTION 00430

TRENCH SAFETY AFFIDAVIT

Trench excavations on Projects authorized under this Contract are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description)	Unit Quantity	Units of Measure (LF,SY)	Unit Cost	Extended Cost
BASE BID ITEMS:				
A._____	_____	_____	_____	_____
B._____	_____	_____	_____	_____
C._____	_____	_____	_____	_____
ALTERNATE NO. 1 ITEMS:				
_____	_____	_____	_____	_____
			TOTAL $_____	

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

COMPANY NAME:_____

DATE:_____ BY:_____

SECTION 00500

STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between CLAY COUNTY UTILITY AUTHORITY (owner)

and _____ (Contractor)

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Continuing Contract for Sanitary Sewer, Wetwell and/or Manhole Rehabilitation

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract
Clay County Utility Authority Bid No. 18/19-A

ARTICLE 3 - ENGINEER

3.01 The Project (s) shall be managed **by Jim French, PE** (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. These time limits shall be negotiated for each individual project with the Contractor and shall be binding upon execution of said purchase orders.

B. The term of the agreement will be for a period of one (1) year with an option to extend the agreement for two (2) additional twenty-four (24) month periods upon mutual agreement of both parties. The contract may be extended beyond the 5-year period in twenty-four (24) month intervals upon mutual consent of both parties.

C. Owner may terminate this agreement, with or without cause upon 60-day written notice to the contractor.

4.02 Substantial Completion and Final Payment

A. The Work will be substantially completed within as provided in Paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $200 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $100 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01.B below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.A.:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

5.02 Fee Modification

With prior written approval from the Clay County Utility Authority, the Contractor shall have the ability to adjust the prices set forth in the bid/contract documents commensurate with the contractor's increased cost for materials and the change in the consumer price index. Pricing adjustments will be effective at the first date of the new contract year – no mid-term adjustments will be permitted by the Owner. Within thirty (30) days after Contractor gives notice to the Owner of a price adjustment, the Owner may request an audit for the purpose of verifying the price adjustment. In the case of a price adjustment, no adjustment will be allowed on work orders which have already been issued by the Owner to the Contractor.

In making any price adjustment proposal, the Contractor shall notify the Owner, in writing prior to the renewal of contract, the specific price adjustments requested using the following formula:

(25% x increase cost of materials) + (75% x CPI index) = Total increase on a prices on the price schedules.

For example, if the cost of resin increases 10% and the CPI index increases 2%, the total increase for all prices would be: (25% x 10%) + (75% x 2%) = 4% increase (rounded to the nearest $0.01).

The specific consumer price index used shall be the following:

Population Coverage:	CPI-U (all urban consumers)
Area Coverage:	U.S. Owner Average
Series Title:	All items
Index Base Period:	1982-84 = 100
Reference Range:	12-month period ending 12/31 which is released in mid-January.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make one progress payment per month on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st or 3rd Wednesday of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

    a. Ninety percent (90%) of the Work completed including the cost of materials and equipment stored and secured on the Site, but not incorporated in the Work (with the balance being retainage). If the Work has been fifty percent (50%) completed as determined by Engineer, the retainage shall be reduced to five percent (5%) on all subsequent payment requests. After fifty percent (50%) completion, if the character and progress of the Work have been satisfactory to Owner and Engineer, Contractor may request payment of up to one-half of the retainage held by the Owner on the entire amount of the Work completed, including the cost of materials and equipment stored and secured on the Site, but not incorporated in the Work.

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less one hundred percent (100%) of Engineer's estimate of the value of the Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Project Closeout

A. Owner shall develop a list of items required to render complete, satisfactory, and acceptable the Work purchased by Owner. The process for the development of the list, including responsibilities of Owner and Contractor in developing and reviewing the list and a reasonable time for developing the list, are as follows:

1. For construction projects having an estimated cost of less than $10 million, within 30 calendar days after reaching substantial completion of the Work; or

2. For construction projects having an estimated cost of $10 million or more, within 30 calendar days, unless otherwise extended by contract not to exceed 60 calendar days, after reaching substantial completion of the Work.

B. If this Agreement between Owner and Contractor relates to Work covering more than one building or structure, or involves a multi-phased Project, the list shall contain items required to render complete, satisfactory, and acceptable all of the Work for each building, structure, or phase of the Project within the time limitations provided in subsection 1, above.

C. The failure to include any corrective work or pending items not yet competed on the list developed pursuant to subsection 1 or subsection 2, above, does not alter the responsibility of the Contractor to complete all of the Work.

D. Upon completion of all items on the list, Contractor may submit a payment request for all remaining retainage withheld by Owner pursuant to Section 255.078, Florida Statutes (2007) or any successor statue thereto. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to this Agreement, Owner may continue to withhold an amount not to exceed one-hundred fifty percent (150%) of the total costs to complete such items.

E. All items of the Work that require correction under this Agreement and that are identified after the preparation and delivery of the list remain the obligation of Contractor as defined by this Agreement.

F. Warranty items may not affect the final payment of retainage as provided in this section or as provided in this Agreement between Contractor and its subcontractors and suppliers.

G. Retainage may not be held by Owner or Contractor to secure payment of insurance premiums under a consolidated insurance program or series of insurance policies issued to Owner or Contractor for the Project or a group of projects, and the final payment of retainage as provided in the section may not be delayed pending a final audit by Owner's or Contractor's insurance provider.

H. If Owner fails to comply with its responsibilities to develop the list required under subsection 1 or subsection 2, above, as defined in this Agreement, within the time limitations provided in subsection 1, above, Contractor may submit a payment request for all remaining retainage withheld by Owner pursuant to Section 255.078, Florida Statutes (2007) or any successor statue thereto. Owner need not pay or process any payment request for retainage if Contractor has, in whole or in part, failed to cooperate with Owner in the development of the list of failed to perform its contractual responsibilities, if any, with regard to the development of the list or if Section 255.078 (6), Florida Statutes (2007) or any successor statue thereto applies.

6.04 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All payments due for the Work as provided in Article 14 of the General Conditions and not made within the applicable time limits shall bear interest at the rate specified in Section 255.073 (4), Florida Statutes (2007) or any successor statue thereto.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions. See Appendix for Geotechnical Report.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement.

2. Performance bond.

3. Payment bond.

4. General Conditions.

5. Supplementary Conditions.

6. Specifications as listed in the Table of Contents of the Project Manual.

7. Addenda.

8. Exhibits to this Agreement (enumerated as follows):

a. Contractor’s Bid.

b. Documentation submitted by Contractor prior to Notice of Award.

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

   a. Notice to Proceed.

   b. Work Change Directives.

   c. Change Order(s).

   d. Purchase Order(s) with accompanying performance and payment bonds.

   e. Drawings.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

A. WAIVER: The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

This portion of the page left intentionally blank.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CLAY COUNTY UTILITY AUTHORITY

By:_____
Tom Morris, Executive Director

Attest:_____

Address for giving notices:

3176 Old Jennings Road
Middleburg, Florida 32068

Designated Representative:

Name: Jim French, P.E.
Title: Chief Engineer
Address: 3176 Old Jennings Road
Middleburg, Florida 32068
Phone: (904) 213-2408
Facsimile: (904) 213-2469

CONTRACTOR:

_____

By:_____

[CORPORATE SEAL]

Attest:_____

Address for giving notices:

_____
_____

License No._____
(Where applicable)
Agent for service of process:

_____
_____
_____

(If CONTRACTOR is a corporation or a Partnership, attach evidence of authority to sign.)

Designated Representative:

Name:_____
Title:_____
Address:_____
_____
Phone:_____
Facsimile:_____

SECTION 00600

PUBLIC CONSTRUCTION PERFORMANCE AND PAYMENT BOND

BY THIS BOND, We _____ , as principal and _____ , a Corporation, as Surety, are bound to Clay County Utility Authority, an independent special district existing under Chapter 94-491, Laws of Florida, Special Acts of 1994, herein called Owner, in the sum of $_____, for performance, and the separate and additional sum of $_____ , for payment, for the payment of each of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20__, between Principal and Owner for construction of _____ _____, the contract being made a part of this Bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payment to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this Bond is void, otherwise it remains in full force.

This Bond is to be deemed a Statutory Bond under Section 255.05, Florida Statutes, the provisions of which are hereby incorporated by reference and made a part hereof.

All interested parties are specifically directed to the following provisions regarding time and notice limitations as set out in Section 255.05(2), Florida Statutes:

A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies, shall within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of work, furnish the Contractor with a notice that he intends to look to the Bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies or, with respect to rental equipment,

within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for labor, materials, or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the Payment Bond or the payment provisions of a combined Payment and Performance Bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this Bond.

Dated On: _____

Principal's Address:

_____

_____

_____

Surety's Address:

_____

_____

_____

Project Description and Location:

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract
Clay County Utility Authority
CCUA Bid. No. 18/19-A7

_____
(Principal)

By: _____

_____
(Surety)

By: _____
(Attorney-in-Fact)

END OF SECTION

CLAY COUNTY UTILITY AUTHORITY
APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: CLAY COUNTY UTILITY AUTHORITY
3176 OLD JENNINGS ROAD
MIDDLEBURG, FL 32068

APPLICATION NO.:
PERIOD TO:
BID NO.: **18/19-A7**

Distribution to:
__ Owner
__ Owners Representative
__ Contractor

FROM CONTRACTOR: Contractor's Name & Address

CONTRACT FOR: Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract Bid No. 18/19-A7

CONTRACTORS APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM $_____
2. Net change by Change Orders $_____

3. CONTRACT SUM TO DATE (LINE 1 + 2) $_____
4. TOTAL COMPLETED & STORED TO DATE $_____
5. RETAINAGE:
   a. _____% of Completed Work $_____

   b. _____% of Stored Material $_____

   Total Retainage (Line 5a + 5b) $_____
6. TOTAL EARNED LESS RETAINAGE $_____
   (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
   (Line 6 from prior Certificate) $_____

8. CURRENT PAYMENT DUE $_____
9. BALANCE TO FINISH, INCLUDING RETAINAGE
   (Line 3 less Line 6) $_____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

Attach a Schedule of Values which includes a description of work completed along with any supporting documentation.

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: _____ Date: _____
State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public: _____

My Commission expires:

OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner's Representative certifies to the Owner that to the best of their Knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $_____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

OWNER'S REPRESENTATIVE:
By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SECTION 00650

REQUEST FOR INFORMATION (RFI)

Project: Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract RFI No.: _____

_____ Date: _____

Owner: CCUA Bid No.: 18/19-A7 Project Manager: _____
Engineer: _____ Project No.: _____ Project Manager: _____
Contractor: _____ Project No.: _____ Project Manager: _____

To: _____
From: _____

Contract document reference(s): _____
_____

Description of RFI: □ Information □ Clarification □ Interpretation

Request for the items [*Described Below] / [in the Attached]:*
_____
_____
_____

Requested By: _____ Date: _____
Signature

To: _____
From: _____

Response to RFI: □ Information □ Clarification □ Interpretation

Response to your request [*Described Below] / [in the Attached*]:
_____
_____
_____

Response By: _____ Date: _____
Signature

CC: _____

SECTION 00660

CHANGE ORDER REQUEST FORM

Project: Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract Bid No.: 18/19-A7

Change Order No.: _____

Change in Contract Times		**(Days)**		**(Days)**
Original Contract time:	Substantial Completion:	_____	Ready for Final Payment:	_____
Increased from previous C.O.:	Substantial Completion:	_____	Ready for Final Payment:	_____
Decreased from previous C.O.:	Substantial Completion:	_____	Ready for Final Payment:	_____
Contract time prior to this C.O.:	Substantial Completion:	_____	Ready for Final Payment:	_____
Increase in time on this C.O.:	Substantial Completion:	_____	Ready for Final Payment:	_____
Decrease in time on this C.O.:	Substantial Completion:	_____	Ready for Final Payment:	_____
Contract time with all approved C.O.s:	Substantial Completion:	_____	Ready for Final Payment:	_____

Change in Contract Price

Original Contract Price:	_____
Increased from previously approved C.O.:	_____
Decreased from previously approved C.O.:	_____
Increase in Contract price this C.O.:	_____
Decrease in Contract price this C.O.:	_____
Contract price with all approved C.O.s:	_____

The undersigned Contractor certifies to the best of my knowledge and belief: (1) all items and amounts shown above are correct; (2) all Work performed and Reimbursable Expenses fully comply with the terms and conditions of the Contract Documents; (3) all previous progress payments received from Clay County Utility Authority (CCUA) , on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment; (4) title to all materials and deliverables incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to the CCUA at the time of payment clear of all liens, claims, security interests and encumbrances; (5) payment is due and has not been previously requested for these amounts; (6) no markup has been applied to reimbursable expenses.

_____

Contractor Name and Title

SECTION 00660

CHANGE ORDER REQUEST FORM

Cost Break Down Form: (instructions: use a separate form for each individual work item)

Description	Unit	Quantity	Unit Cost	Extended Cost
Labor				$
Materials				$
Equipment				$
Maintenance of Traffic				$
Bonding				$
General Conditions				$
Overhead and Profit				$
				$
				$
Total firm fixed cost not to exceed amount:				$

Note: attached supporting documentation

RFI No. initiating the change: _____

Description: _____

_____

_____

Justification for the request: _____

_____

_____

_____

State the firm fixed cost not to exceed amount in words:

Contractor Signature: _____ Date: _____

Printed Name: _____ Title: _____

SECTION 00700

GENERAL CONDITIONS

1.01 GENERAL

A. The GENERAL CONDITIONS for this contract are the Standard General Conditions of the Construction Contract. Document C-700, 2007 Edition, prepared by Engineers Joint Contract Documents Committee (EJCDC) and issued and published jointly by National Society of Professional Engineers (NSPE), ACEC, ASCE and CSI (EJCDC).

B. All provisions of the GENERAL CONDITIONS of EJCDC Document C-700 not amended or supplemental herein, or in the SUPPLEMENTARY CONDITIONS, shall remain in full force and effect.

1.02 SUPPLEMENTARY CONDITIONS

A. The provisions of the GENERAL CONDITIONS and the Modifications herein, may be further modified in the SUPPLEMENTARY CONDITIONS and in Division 1, GENERAL REQUIREMENTS.

END OF SECTION

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

The Associated General Contractors of America
Skill · Responsibility · Integrity

ASCE American Society of Civil Engineers

PE National Society of Professional Engineers
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

_____

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

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12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

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27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which liquid at standard conditions of temperature and pressure is (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

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40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

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addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

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E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

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2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

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Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

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3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

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1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

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4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

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contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

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consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

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C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

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meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

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a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

a. Such insurance shall remain in effect for two years after final payment.

b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

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5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

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members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

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1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

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interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

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B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

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2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

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c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

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required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

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Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

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6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

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by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

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shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

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required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

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2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

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6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

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B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

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E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

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B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

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8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

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continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

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9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

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exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

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10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

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shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

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1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

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said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

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limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

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the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

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C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

   a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

   b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

   c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

   d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

   e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

   f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

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neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

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13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

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C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

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1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

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13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

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Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

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involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

   d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

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D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

   a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

   b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   c. there are other items entitling Owner to a set-off against the amount recommended; or

   d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

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final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

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4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

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documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

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ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

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so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

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to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

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1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 00800

SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS

The following supplements modify, change from or add to the Standard General Conditions of the Construction Contract, EJCDC Document C-700, 2007 Edition. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01.A Add the following sentence to "27. Notice of Award": "When requested by OWNER, the Notice of Award may be issued by the ENGINEER."

SC-1.01.A Add the following sentence to "28. Notice to Proceed": "When requested by OWNER, the Notice to Proceed may be issued by ENGINEER."

SC 1.01.A Add the following new Defined Terms:

53. ARCHITECT/ENGINEER – The person, firm or corporation named as the ENGINEER in the Agreement.

54. Provide – As used in the Project Manual, means to furnish and install, complete and ready for intended use.

55. Product - As used in the Project Manual, includes materials, fabrications, systems and equipment.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.02.A In the first line, change the term "…ten…" to read"…three…".

SC-2.03.A Delete Paragraph 2.03.A in its entirety and replace with the following:

"2.03 Commencement of Contract Times: Notice to Proceed

A. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the OWNER-CONTRACTOR Agreement or such other date as may be established therein."

SC-2.05.A Add the following new subparagraphs to paragraph 2.05A:

"4. CONTRACTOR shall perform no portion of the Work at any time without Contract Documents or, where specified, approved Shop Drawings for such portion of the Work.

5. By executing the Contract, CONTRACTOR represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents."

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01.B Add the following sentence to Paragraph 3.01B: "CONTRACTOR shall be responsible for the construction and coordination of the parts of the Project, and all systems provided shall be completely compatible and fully functional without additional cost to OWNER."

SC-3.02.A. Add the following new subparagraph to paragraph 3.02.A:

"3. Sections of Division One - General Requirements govern the execution of all sections of the Specifications."

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCED POINTS

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

"A. No reports on drawings related to Hazardous Environmental Conditions are known to Owner.

B. Not Used."

ARTICLE 5 - BONDS AND INSURANCE

SC-5.04.A In the first line of Paragraph 5.04.A, following the word" ...maintain...", insert the words, "...in a company or companies licensed to do business in the State of Florida,...".

SC-5.04.A. 1 Add the following to the end of the paragraph. "Contractor's claiming a worker's compensation statutory exemption shall not be allowed to perform work under this Agreement without a separate worker's compensation policy;"

SC-5.04 Add the following new paragraph immediately after paragraph 5.04.B:

C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Worker's Compensation, and related coverages under paragraphs 4.04.A.1 and A.2 of the General Conditions:

   a. State Statutory

b. Applicable Federal (e.g. Longshoreman's): Statutory

c. Employer's Liability: Limits Provide Below

2. Contractor's General Liability under paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a.	General Aggregate	$2,000,000
b.	Products - Completed Operations Aggregate	$1,000,000
c.	Personal and Advertising Injury	$1,000,000
d.	Each Occurrence (Bodily injury and Property Damage)	$1,000,000

e. Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.

f. Excess or Umbrella Liability

1)	General Aggregate	$1,000,000
2)	Each Occurrence	$1,000,000

3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:

a.	Combined Single Limit per occurrence of	$ 1,000,000

4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

a. Bodily Injury
Each Accident $1,000,000
Annual Aggregate $1,000,000

b. Property Damage:
Each Accident $1,000,000
Annual Aggregate $1,000,000

5. Builders Risk Full Replacement

6. Environmental Pollution Liability
Bodily injury, Property Damage and Cleanup cost.

a. Each Occurrence $1,000,000
Annual Aggregate $1,000,000

SC-5.05.A. Delete Section in its entirety and insert the following in its place:

5.05 Contractor's Liability Insurance

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Contractor may purchase and maintain at Contractor's expense Contractor's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

SC-5.06.A Delete Paragraph 5.06.A in its entirety and insert the following in its place:

A. A CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.;

2. be written on a Builder's Risk "all-risk" open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes or loss, fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, wind, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and

5. allow for partial utilization of the Work by OWNER;

6. including testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. CONTRACTOR shall be responsible for any deductible or self-insured retention.

C. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph SC-5.06 shall comply with the requirements of paragraph 5.06.C of the General Conditions.

SC-5.06.B Delete paragraph 5.06.B in its entirety and insert in its place:

B. Contractor shall be responsible for any deductibles or self-insured certificates.

SC–5.06.C Delete and replace the policies of insurance required to be purchased and maintained by the Contractor, in accordance with this paragraph SC-5.06 shall comply with the requirements of paragraphs in 5.06C of the general conditions.

SC-5.06.E Delete Paragraph 5.06 E and replace with the following:

E. Environmental Pollution Liability Insurance: Shall be maintained by the Contractor for sudden and gradual occurrences arising out of the work being performed by or on behalf of the Contractor under this Contract. Coverage shall include but not be limited to, all hazardous materials identified under said Contract. Coverage shall respond to claims for pollution condition resulting in bodily injury and property damage to others and for clean-up costs. The extended claims reporting period following completion of the task, shall no be less than thirty-six (36) months. Deductible applicable subject to the written approval of the Owner and shall be the responsibility of the Contractor. The limit of coverage shall not be less than:

Bodily Injury, Property Damage and Clean Up Costs	$1,000,000.00	Each Occurrence

and Aggregate

ARTICLE 6 - CONTRACTORS'S RESPONSIBILITIES

SC-6.03.B Add the following after Paragraph 6.03.B: "The use of asbestos or asbestos-based fiber materials is prohibited in this Project."

SC-6.06. Add the following sentence at the end of paragraph 6.06.G:

"H. OWNER or ENGINEER may furnish to any such Subcontractor, Supplier, or other individuals or entity, to the extent practicable, information about amounts paid to CONTRACTOR on account of Work performed for CONTRACTOR by a particular Subcontractor, Supplier, or other individual or entity."

SC-6.13 Add the following new paragraph:

"C. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards are in effect during the period of construction of the Project. In compliance with current State of Florida statutes, the Contractor or subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards."

SC-6.13 Add the following new paragraph at the end of paragraph 6.13 D:

"E. All Contractors or Entities performing or furnishing any work for Clay County Utility Authority ("CCUA") must carry Workers' Compensation insurance coverage for themselves and for any employees, independent contractors, and/or other individuals who perform work on the project under the supervision of the Contractor or Entity. All those providing work shall furnish CCUA with evidence, which shall be in form and content satisfactory to CCUA, of current Workers' Compensation insurance coverage secured by the Contractor or Entity for themselves and employees, independent contractors, and/or any other individuals performing or furnishing any of the work on the project before any Contractor or Entity, employees, independent contractors and/or any other individuals begin work on the project."

SC-6.17 Add the following new paragraphs immediately after Paragraph 6.17.E:

"F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time unless the need for such substitution is beyond the control of Contractor."

SC-6.20 Add the following new Paragraph:

"D. In conformance with the requirements of Section 725.06, Florida Statutes, the specific considerations for CONTRACTOR's promises are:

1. One dollar ($1.00) in hand paid by OWNER, ENGINEER, and ENGINEER's employees to CONTRACTOR, receipt whereof is hereby acknowledged and the adequacy of which CONTRACTOR accepts as completely fulfilling the obligations of OWNER, ENGINEER, and ENGINEER's employees under the requirements of Section 725.06, Florida Statutes, and;

2. The entry of OWNER and CONTRACTOR into the construction contract because, but for CONTRACTOR's promises as contained in the General Conditions, OWNER would not have entered into the construction contract with CONTRACTOR."

ARTICLE 7 - OTHER WORK AT THE SITE

SC-7.04 Add the following new paragraph immediately after paragraph GC-7.03:

SC-7.04 Claims Between Contractors

"A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by non-binding mediation or at law.

B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, Engineer's Consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.

C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities."

ARTICLE 8 – OWNER'S RESPONSIBILITIES

SC-8.01.A Add the following to the end of the sentence, "or Owner's Representative.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

SC-12.01.B Add the following paragraph after Paragraph 12.01.B.3:

"4. where the work involved is covered by unit prices and the volume of work exceeds one hundred fifty percent (150%) of the quantity shown in the Bid Form or Approved Schedule of Values, the Owner reserves the right to renegotiate a better unit price. Or,

5. where the work involved is Lump Sum in the Contract Documents and the estimated quantity contained in the Bid Form is less than one hundred thirty percent (130%) of the actual quantities involved shall be considered included in the Contractor's Lump Sum price. Substantial differences from the estimated quantities to actual quantities are defined as greater than 130%, and the Owner reserves the right to renegotiate a better unit price, by mutually agreed Lump Sum (which may include a reasonable allowance for O&P not necessarily in accordance with Paragraph 12..01.C.2)."

ARTICLE 13 – TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-13.07.A Delete first sentence and replace with the following:

A. If within two (2) years after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions.

SC-13.09 Add the following Paragraph 13.09.E.:

If at any time during the construction, the OWNER deems that work are to be unsafe and after proper notification to the CONTRACTOR of the unsafe conditions, the CONTRACTOR fails to take within 24 hours the necessary precautions to rectify the unsafe conditions to the satisfaction of the OWNER, the OWNER may correct the unsafe conditions by whatever means the OWNER deems appropriate. The cost for correction of unsafe conditions shall be paid by the CONTRACTOR and any additional work the may result from the OWNER's actions needed to continue work on the project.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02.C.1 In the first line of Paragraph 14.02.C.1, change "Ten days..."to read "Forty-five days...".

ARTICLE 16 - DISPUTE RESOLUTION

SC-16.01 Delete Paragraph 16.01.C in its entirety and insert the following in its place:

"C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. gives to the other party written notice of intent to submit the Claim to a court of competent jurisdiction, or
2. agrees with the other party to submit the Claim to another dispute resolution process.

SC-16.01.D Add the following new paragraph immediately after Paragraph SC-16.01.C.

D. Notwithstanding any applicable statute of limitations, a party giving notice under Paragraph SC-16.01.C.1 shall commence an action on the Claim within one year of giving such notice. Failure to do so shall result in the Claim being time-barred and Engineer's action or denial shall become final and binding."

END OF SECTION

SECTION 00900

ADDENDA AND MODIFICATIONS

Bidding addenda and/or modifications issued prior to signing of the construction agreement are to be attached hereto.

END OF SECTION

SECTION 01010

SUMMARY OF WORK

PART 1 – GENERAL

1.1 Location of Work: **Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract**

- Various locations in Clay County, Florida.

1.2 Description of Work: The work consists of furnishing all labor, materials and equipment necessary to complete the following:

- This Project is a five (5) year continuing contract for work that consists of furnishing all labor, materials and equipment necessary to rehabilitate sanitary sewers, manholes and/or wetwells. Owner shall furnish construction plans to identify the work for which purchase orders will be issued.

1.3 Contractor's Duties: Except as specifically noted, the Contractor shall provide and pay for the following:

A. All labor, materials, and equipment.

B. Tools, construction equipment, and machinery.

C. Utilities required for construction.

D. Temporary portable bathrooms, and other services and facilities necessary for the proper execution of work completion including incidental items not detailed or called for, but which are required for the proper completion of the project.

E. All legally required sales, consumer, and use taxes.

F. All applicable permits, government fees, and licenses.

G. Survey services for construction layout and record drawings.

H. All required testing and clearances for placing into service.

1.4 Contractor Shall Also Be Required to Perform the Following:

A. Comply with all codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on the performance of work.

B. Promptly submit written notice to the Engineer of observed variances of Contract Documents from legal requirements; it is not the Contractors responsibility to make certain drawings and specifications comply with codes and regulations.

C. Enforce strict discipline and good order among employees. Do not employ unfit persons or those not skilled in assigned tasks.

D. Provide and submit a Construction Work Plan, Critical Path Schedule and Quality Control Plan to the Owner.

1.5 Work Sequence:

A. Coordinate with Owner.

B. Contractors Critical Path construction schedule will be subject to acceptance by the Engineer and updated on a monthly basis.

C. Notify Engineer and Owner 96 hours (minimum) in advance of removing any facility from service, permanently or temporarily. Removal from service of any facility shall be pre-approved by Owner.

1.6 Contractors Use of the Premises:

A. Do not unreasonably encumber sites with materials or equipment.

B. Assume full responsibility for protection and safekeeping of products stored on premises.

C. Move any stored products interfering with the Owner's operations.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES:

Administrative and procedural requirements for determing Work completed under unit price contract.

1.2 GENERAL REQUIREMENTS

A. Unit prices shall include the providing of all cost required for the complete construction of the specified unit of work including cost of installation labor, including social security, insurance, and other required fringe benefits, workman's compensation insurance; rental or purchase of equipment and machinery; taxes; testing; surveys; temporary storage site and othe incidental expenses; and supervision.

B. The Owner reserves the right to reject the Constractor's measurement of completed work that involves use of established unit prices, and to have this Work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.

C. Contract Sum adjustments will be by Change Order on basis of net accumulative change for each unit price category.

1. Except as otherwise specified, unit prices shall apply to both deductive and additive variations of quantities.

2. Unit prices in the Agreement (or the most recent Change Order adjust said unit prices) shall remain in effent until date of final completion of the entire Work for each purchase order.

D. Unit Price Abbreviations:

1. AC – Acre
2. CY – Cubic Yards
3. EA – Each
4. GA – Gallons
5. LB - Pounds
6. LF – Linear Feet
7. LS – Lump Sum

8. MI – Miles
9. SF – Square Feet
10. SY - Square Yards
11. TN – Tons
12. VF – Vertical Feet.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 MEASUREMENT

A. Part A – Treatment Plant Wetwell Rehabilitation: Surface area for Surface Preparation and Material Installation will be measured on the exposed interior of the wetwell that receives treatment. The work shall include mobilization and all activity performed to complete the project. Bypass pumping and equipment removal will be performed by others.

B. Part B - Manhole or Lift Station Wetwell Rehabilitation

1. Clean and Coat New/Old Sanitary Sewer Manhole (4 or 5-foot diameter): Measure vertical feet from the top of the manhole cast iron frame to the bottom of the lowest invert and from the top of wetwell to the top of the bottom floor at its lowest spot.

2. Clean and Coat Existing Wetwell: Measure square feet as the surface area of the interior of the wetwell that receives treatment.

3. Interior Manhole Coating/Lining Repair: Measure square feet as the surface area of the interior of the manhole that receives treatment.

4. Adjust manhole frame and cover (adjustment rings not to exceed 12”): Count each adjustment ring.

5. Adjust manhole frame and cover with cone or riser section (Each additional foot over initial 12”): Measure vertical feet for cone or riser section installed.

6. Replace frame & cover (24” or 36”): Count each replaced.

7. Invert replacement: Count each replaced.

8. Inside drop System 4”-8” or 10”-12”: Count each replaced.

9. Stop Leak Repair (no lining): Count each manhole repaired.

10. Maintenance of Traffic: Traffic Control shall be based on the Florida Department of Transportation (FDOT) Maintenance of Traffic Standard indices required by Clay County of FDOT to be utilized for each particular Purchase Order.

11. Emergency Response Mobilization: Payment shall be for mobilization costs performed within 24 hours of request. All other components of the project shall be measured per appropriate line item.

12. Construction Video and Photographs: Count per each Purchase Order.

C. Part C - Sanitary Sewer Rehabilitation – Cured-in-Place Pipe (CIPP)

1. Sanitary Sewer Line Cleaning and Inspection
    a. Light Cleaning, Tuberculation Cleaning and Root Removal: Measure the linear footage from the center of the upstream manhole to the center of the downstream manhole.
    b. CCTV Pipe Inspection: Television inspection shall be the linear footage measures from the center of the upstream manhole to the center of the downstream manhole of pipe of each size diameter recorded. Pay item is for main line only, lateral payment is included in lateral rehabilitation pay item.
    c. Clean & CCTV Inspection – Sewer Lateral: Payment for cleaning and CCTV of a lateral when no lining is performed.
        i. Length 0 to 40 feet – per each lateral
        ii. Length over 40 feet – per linear foot.

2. Sanitary Sewer Rehabilitation
    a. CIPP Lining – Measure the linear footage from the center of the upstream manhole to the center of the downstream manhole.
    b. Sectional CIPP Lining – Count each instance of installation.
    c. Lateral CIPP Lining – Count each instance of installation.
    d. Cleanout Installation – Count each instance of installation.
    e. Site Restoration – Measure per the square footage of restoration.

3. Dewatering: Measure per linear foot of affected area dewatered.

4. Erosion and Sediment Control: Measure per linear foot of installed control measures.

5. Tanker Trucks: Cost shall be based on the daily rate (8 hours) for one tanker truck.

6. Maintenance of Traffic: Traffic Control shall be based on the Florida Department of Transportation (FDOT) Maintenance of Traffic Standard indices required by Clay County of FDOT to be utilized for each particular Purchase Order.

7. Emergency Response Mobilization: Payment shall be for mobilization costs performed within 24 hours of request. All other components of the project shall be measured per appropriate line item.

8. Construction Video and Photographs: Count per each Purchase Order.

3.2 PAYMENT

A. Payment will be made at the respective contract unit prices for each item shown in the Agreement, installed and accepted, which price and payment shall constitute full compensation for performing all Work in connection therewith and incidental thereto.

1. No separate payment will be made for the preparation of the final video log(s) of the completed project.
2. Partial payment for each work order shall be made for initial cleaning and televising at the Contract unit pricing.
3. No partial payment shall be made for CIP pipelines or manholes/wetwells until the tests are approved by the Owner. Generally, completion of the pipeline or manhole/wetwell lining system and testing shall constitute 75% completion.
4. Prior to substantial completion being issued the CIPP or manhole/wetwell must be inspected and tested, video logs provided, and all services or drop pipes re-connected. This shall constitute 90 completion.
5. The rehabilitation shall be considered 100% complete and ready for final payment when the work for each of the above 2 items are complete along with the final video log(s) and the site restoration and clean-up are complete. Payment shall be made based on the final quantities of each rehabilitation method installed and approved at the Contract unit pricing.

B. Except for Emergency Response Mobilization, separate payment will not be made for mobilization, demobilization, re-mobilization or by-pass pumping. The cost for these items shall be included in the unit pricing for the pay items listed in the bid form.

3.3 PROTECTION

A. Where pavement, trees, shrubbery, fences or other property or surface structures not designated as pay items have been damaged, removed or disturbed by the Contractor, whether deliberately or through failure to carry out the requirements of the Contract Documents, state laws, municipal ordinances or the specific direction of the Owner, or through failure to employ usual and reasonable safeguards, such property and surface structures shall be replaced or repaired at the expense of the Contractor to a condition equal to that before work began within a time frame approved by the Owner.

END OF SECTION

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES:

Administrative and procedural requirements governing the Contractor's Applications for Payment.

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

a. Contractor's Construction Schedule.
b. Application for Payment forms, including Continuation Sheets.
c. List of subcontractors.
d. Schedule of allowances.
e. List of products.
f. List of principal suppliers.

B. Format and Content:

1. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

2. Unit-Cost Allowances: Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents. Use a separate line for each pay item.

3. Schedule Updating: Update and resubmit the Schedule of Values and Drawdown Schedules prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum. Update Schedules when Change Orders or Construction Changes directive result in change in contract duration prior to the next application for Payment.

1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Owner's Representative and paid for by the Owner. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

B. Payment-Application Times: The date for each progress payment is the 15th day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends 15 days prior to the date for each progress payment.

C. Payment-Application Forms: Use forms provided by the Owner for Applications for Payment. Same copies are included in Section 00640.

D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Owner will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.

2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

E. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to the Owner by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.

F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors, vendors, and suppliers for the construction period covered by the previous application.

1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.

2. When an application shows completion of an item, submit final or full waivers for such items.

3. Waiver Forms: Submit waivers of lien on forms which comply with State statutes, and executed in a manner, acceptable to the Owner.

G. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:

1. List of subcontractors.

2. List of principal suppliers and fabricators.

3. Schedule of Values.

4. Contractor's Construction Schedule (preliminary if not final).

5. Schedule of principal products.

6. Schedule of unit prices.

7. List of Contractor's staff assignments.

8. List of Contractor's principal consultants.

9. Copies of building permits.

10. Copies of authorizations and licenses from governing authorities for performance of the Work.

11. Initial progress report.

12. Report of preconstruction meeting.

13. Certificates of insurance and insurance policies.

14. Performance and payment bonds.

15. Data needed to acquire the Owner's insurance.

16. Initial settlement survey and damage report, if required.

H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.

1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

2. Administrative actions and submittals that shall precede or coincide with this application include:

    a. Warranties (guarantees) and maintenance agreements.
    b. Test/adjust/balance records.
    c. Maintenance instructions.
    d. Final cleaning.
    e. Final progress photographs.
    f. List of incomplete Work, recognized as exceptions to Owner's Acceptance of Substantial Completion.

I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements.

2. Completion of items specified for completion after Substantial Completion.

3. Ensure that unsettled claims will be settled.

4. Ensure that incomplete Work is not accepted and will be completed without undue delay.

5. Transmittal of required Project construction records to the Owner.

6. Proof that taxes, fees, and similar obligations were paid.

7. Removal of temporary facilities and services.

8. Removal of surplus materials, rubbish, and similar elements.

9. Change of door locks to Owner's access.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 Related Documents:

The general provisions of the Contract, including General and Supplementary Conditions apply to the work specified in this section.

1.2 Specified Codes:

A. The design of the work is based on the requirements of the latest edition of the Florida Building Code, National Electric Code and National Fire Protection Association Requirements, whichever is most stringent.

B. The site work is based on the latest edition of the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, hereinafter referred to as the Florida DOT Specifications or DOT Spec.

C. The Contractor shall ensure the work complies to the aforementioned codes and regulations as they apply to the project whether or not specifically referenced elsewhere.

1.3 Reference Standards:

A. Except as otherwise required by Paragraph 1.2 all products and workmanship shall conform to best quality materials and practices recognized by agencies, associations, councils, etc., specified in individual sections.

B. In the absence of specified agencies, associations, councils, etc., the Contractor shall conform to the requirements of the most widely recognized standards for each particular portion of the work.

1.4 Permits:

Determination of necessity and/or application for and receipt of the following permits will be required of the Contractor, unless otherwise noted. The Contractor shall comply with all provisions of these permits. No work shall commence until all required permits are in hand.

A. The Contractor shall secure any and all permits as required by SJRWMD for dewatering activities to occur at the job sites.

B. Owner shall obtain and the Contractor shall perform and comply with the requirements or Rights-of-Way all work-related activities in accordance with the requirements of the Authority's FDOT and /or Clay County Use Permits for this project where applicable.

C. Contractor shall secure any and all NPDES – Generic Permit for the Discharge of Produced Groundwater from any Non-Contaminated Site Activity. Contact Florida Department of Environmental Protection (FDEP), Northeast District.

D. Owner shall obtain and the Contractor shall conform to the requirements of the FDEP potable water and/or wastewater collection/transmission permit(s) and shall be responsible for installing and testing mains to achieve clearance under this permit, where applicable. Permit documents shall be provided with each purchase order. Installation of the pipelines shall be done so as to allow Owner to meet the requirements and stipulations of this permit.

1.05 EASEMENTS: Where, the Clay County Utility Authority has entered into an agreement with the landowners to grant unobstructed right-or-way and easement rights along the pipeline route, the terms and conditions of theses easements shall be followed explicitly by the Contractor. Copies of these Agreements for Grant of Easement will be made available from the Authority and the Contractor shall familiarize himself with the terms and conditions and shall comply with all provisions during construction.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.1 Section Includes

A. Administrative and procedural requirements for submittals required for performance of the Work, including the following:

1. Contractor's construction schedule using the Critical Path Method (CPM)

2. Shop Drawings.

3. Product Data.

4. Samples.

5. Quality assurance submittals.

1.2 Definitions

A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.

B. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.

C. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.

1.3 Submittal Procedures

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination. The Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.

    a. Allow 15 working days for initial review. Allow additional time if the Owner must delay processing to permit coordination with subsequent submittals.
    b. If an intermediate submittal is necessary, process the same as the initial submittal.
    c. Allow 15 working days for reprocessing each submittal.
    d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Owner sufficiently in advance of the Work to permit processing.

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. Provide a space approximately 4 by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.

2. Include the following information on the label for processing and recording action taken.

    a. Project name.
    b. Date.
    c. Name and address of the Owner.
    d. Name and address of the Contractor.
    e. Name and address of the subcontractor.
    f. Name and address of the supplier.
    g. Name of the manufacturer.
    h. Number and title of appropriate Specification Section.
    i. Drawing number and detail references, as appropriate.

C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Owner using a transmittal form. The Owner will not accept submittals received from sources

other than the Contractor without Contractor's review and approval markings and the action taken.

D. Provide required Product Code Certification with Shop Drawings. Submittals that do not have Product Code Certification included will be returned for resubmission.

1.4 Contractor's Construction Schedule

A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 20 days after the date established for "Commencement of the Work."

1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values."

2. Coordinate the Contractor's Construction Schedule with the Work Plan, (CPM) Schedule, list of subcontracts, payment requests, and other schedules.

3. Identify critical paths.

B. Phasing: On the schedule, show how requirements for phased completion to permit Work by separate Contractors and partial use by the Owner affect the sequence of Work.

C. Distribution: Following response to the initial submittal, print and distribute copies to the Owner, Owner, subcontractors, and other parties required to comply with scheduled dates. Keep copies available at the project site. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

D. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.5 Shop Drawings

A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents.

1. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings.

2. Standard information prepared without specific reference to the Project is not a Shop Drawing.

B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:

1. Dimensions.

2. Identification of products and materials included by sheet and detail number.

3. Compliance with specified standards.

4. Notation of coordination requirements.

5. Notation of dimensions established by field measurement.

6. Do not use Shop Drawings without an appropriate final stamp indicating action taken.

C. Submittals: Submit one reproducible and two blue-or black line print.

1.6 Product Data

A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.

1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Product Data not so marked will be returned without review. Include the following information:

a. Manufacturer's printed recommendations.
b. Compliance with trade association standards.
c. Compliance with recognized testing agency standards.
d. Application of testing agency labels and seals.
e. Notation of dimensions verified by field measurement.
f. Notation of coordination requirements.

2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

B. Submittals: Submit 3 copies of each required submittal; submit 4 copies where required for maintenance manuals. Submit additional copies as required by the Contractor for distribution. The Owner will retain one and will return the others marked with action taken and corrections or modifications required.

C. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities.

1.7 Samples

A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.

1. Mount or display Samples in the manner to facilitate review of qualities indicated. Prepare Samples to match the Owner's sample. Include the following:

a. Specification Section number and reference.
b. Generic description of the Sample.
c. Sample source.
d. Product name or name of the manufacturer.
e. Compliance with recognized standards.
f. Availability and delivery time.

2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the submittal and the actual component as delivered and installed.

a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.
b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.

3. Submit a full set of choices where Samples are submitted for selection of color, pattern, texture, or similar characteristics from a range of standard choices. The Owner will review and return preliminary submittals with the Owner's notation, indicating selection and other action.

4. Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.

B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

1.8 Quality Assurance Submittals

A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.

B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.

C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Quality Control."

D. Contractor shall submit for approval a “Contractor Quality Control Plan” which shall contain, as a minimum, Contractor’s quality control plan for earthwork, concrete reinforcement, and poured-in-place concrete.

1. The contractor quality control plan (CQCP) is the documentation of the contractor's process for delivering the level of construction quality required by the contract. The following paragraph provides requirements for the CQCP, and what the criteria for accepting and using the requirements for these plans will be.

2. The CQCP is a framework for the contractor's process for delivering quality construction. The plans and specifications define the expected results or outcome. The CQCP shall outline how those results will be achieved. While it is not possible to determine from the CQCP whether the level of construction quality will be acceptable, it is possible to verify that the contractor, as an organization, has addressed the basic elements of its quality process.

1.9 Owner's Action

A. Except for submittals for the record or information, where action and return is required, the Owner will review each submittal, mark to indicate action taken, and return promptly. Compliance with specified characteristics is the Contractor's responsibility regardless of action indicated.

B. Action Stamp: The Owner will stamp each submittal with a uniform, action stamp. The Owner will mark the stamp appropriately to indicate the action taken. Do not use, or allow others to use, submittals marked "Not Approved, Revise and Resubmit", or "Rejected" at the Project Site or elsewhere where Work is in progress.

C. Other Action: Where a submittal is for information or record purposes or special processing or other activity, the Owner will return the submittal marked "Action Not Required", "Reviewed, No Comment", or "Reviewed, Comments As Noted."

D. Unsolicited Submittals: The Owner will return unsolicited submittals to the sender without action.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01320

CONSTRUCTION VIDEO AND PHOTOGRAPHS

PART 1 – GENERAL

1.01 DESCRIPTION:

A. Provide construction video and photographs that depict preconstruction conditions.

B. Provide construction photographs that depict the progress of the Work and conditions at the final inspection.

1.02 SUBMITTALS:

A. Submit electronic version of preconstruction video and photographs prior to construction.

B. Submit two (2) copies of each set of progress photographs weekly to the Owner.

C. All projects constructed within the Clay County Utility Authority ("CCUA") systems shall have construction photographs taken by the contractor who is installing those utility mains, services, or other appurtenances, which will be owned and maintained by or under the control of CCUA as follows in PART 3 – EXECUTION.

D. Submit final photographs with final pay request.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION:

3.01 Photographs shall be taken with a conventional digital camera and show the area affected by the Work. The photographs shall be in color, 5-inches by 7-inches in size, printed on 8½" x 11" paper with a maximum of two pictures per page. The Contractor shall use a minimum photography resolution of 2048 x 1536 pixel (3 megapixels).

3.02 Photographs shall be taken prior to any Work on the Site, upon completion of underground piping or structures installation and prior to backfilling, and upon completion of the backfilling and grading.

3.03 The photographs taken daily during a given weekly period shall be delivered to the Owner at the beginning of the following week. Photographs may be delivered by electronic mail.

3.04 Each photograph shall be dated and labeled in a manner that will clearly describe the Work and the location of the photograph in relation to the project. The location description shall include the roadway name, lot number, station number, physical address

if available, or other means of providing information to determine the accurate location where the photograph was taken.

3.05 The Contractor shall use color video with a minimum resolution of 1920 x 1080 pixels (1080p) for full high definition (HD).

3.06 Color video and photographs shall be taken prior to any work on the site documenting all existing conditions.

3.07 Digital versions of video or photographs shall be submitted on a USB flash drive or archival quality DVD.

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL

1.1 Section Includes

A. Administrative and procedural requirements for quality control services and testing and inspection laboratory services.

1.2 General

A. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.

B. Inspections, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.

C. Requirements for the Contractor to provide quality control services required by the Owner or authorities having jurisdiction are not limited by provisions of this Section.

1.3 Contractor Responsibilities

A. Provide inspections, tests and similar quality control services specified in individual Specification Sections as the Contractor's responsibility and as required by governing authorities, except for those specifically indicated as being the Owner’s responsibility; these services include those specified to be performed by an independent agency and not by the Contractor. Include costs for these services in the Contract Sum.

B. Provide and pay for costs of retesting and other related costs when:

1. Results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.

2. Construction is revised or replaced by the Contractor, where tests were required on original construction.

3. Additional testing is needed or required by the Contractor.

4. Additional trips to the project are necessary by an agency when scheduled times for tests and inspections are cancelled and the agency is not notified sufficiently in advance of cancellation to avoid the trip.

C. Cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested.

1. Notify the agency sufficiently in advance of operations to permit assignment of personnel.

2. Provide access to the Work and furnish incidental labor and facilities necessary to facilitate inspections and tests.

3. Take adequate quantities of representative samples of materials that require testing and assist the agency in taking samples.

4. Provide facilities for storage and curing of test samples.

5. Provide the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.

6. Secure and protect samples and test equipment at the Project site.

D. Coordinate the sequence of activities to accommodate required services with a minimum of delay and coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.

E. Schedule times for inspections, tests, taking samples and similar activities.

1.4 Testing Agencies Responsibilities

A. Cooperate with the Owner and Contractor in performance of their duties; provide qualified personnel to perform required inspections and tests.

B. Notify the Owner and Contractor promptly of irregularities or deficiencies observed in the Work during performance of their services.

C. Agencies are not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.

D. Agencies shall not perform any duties of the Contractor.

1.5 Submittals

A. Independent testing agencies shall submit three (3) copies of certified written reports of each inspection, test or similar service to the Owner and to the Contractor.

B. Report Data: Written reports of each inspection, test or similar service shall include:

1. Date of issue.

2. Project title and number.

3. Name, address and telephone number of testing agency.

4. Dates and locations of samples and tests or inspections.

5. Names of individuals making the inspection or test.

6. Designation of the Work and test method.

7. Identification of product and Specification Section.

8. Complete inspection or test data.

9. Test results and an interpretations of test results.

10. Ambient conditions at the time of sample-taking and testing.

11. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.

12. Name and signature of laboratory or inspector.

13. Recommendations on retesting.

1.6 Qualification of Service Agencies

A. Engage inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.

B. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State in which the Project is located.

C. Inspection and testing agencies engaged by the Contractor shall be acceptable to Owner.

D. The Contractor shall use appropriately certified labs for the material tested such as the Florida Department of Transportation, the Florida Department of Environmental Protection, etc.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 Repair and Protection

A. Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes.

B. Protect construction exposed by or for quality control service activities and protect repaired construction.

C. Repair and protection are the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES

PART 1 - GENERAL

1.1 Description: The following criteria shall govern the furnishing of and paying for temporary construction and service items. Such items shall be instituted at the beginning and maintained for the life of the work or until removal or termination is approved by the Owner.

1.2 Temporary Facilities

A. Drinking Water: The Contractor shall provide cool water with dispensing utilities.

B. Construction Water: The Contractor shall provide temporary water for construction at the project site. The Contractor shall provide proper back flow devices in order to comply with regulations concerning back flow & cross connection.

C. It shall be the Contractor's responsibility to provide temporary electrical power for construction purposes.

D. Toilet Facilities: The Contractor shall furnish a portable, job-site toilet enclosure facility through a local company specializing and licensed in this business. The toilet enclosure shall be located on the project site at a point acceptable to the Owner. It shall be maintained daily by the supplying company and removed from the project site upon completion of the project.

1.3 Security

A. General: The Contractor shall provide security, as necessary or required, to protect work, property, materials and equipment at all times.

B. Rodents and Other Pests: The Contractor, through debris removal, etc., shall control the creation of rodent or pest problems. Should such develop, the Contractor shall secure services of a licensed exterminator to control.

C. Debris Control: Keep premises clean and free from accumulation of debris and rubbish. Provide trash and debris receptacles and require use. Remove from site at least weekly. Dispose all debris and rubbish at a properly approved and permitted facility or by using a properly licensed and permitted vender of no cost to the owner. The contractor shall provide the owner copies of all disposal tickets.

D. Cleaning: As work is completed by trades, areas of work shall be cleaned in preparation for next trade, inspections or general safety of property and person.

E. Project Safety: The Contractor shall comply with all applicable governmental and insuring company requirements relative to construction and project safety. Either the superintendent or another company representative on the site during all working hours, shall be trained in project safety and designated as Contractor's Safety Director.

1.4 Quality Assurance

A. Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:

1. Building Code Requirements

2. Health and Safety Regulations

3. Utility Company Regulations

4. Police, Fire Department and Rescue Squad Rules

5. Environmental Protection Regulations

6. Debris and rubbish transportation and disposal regulations and rules.

END OF SECTION

SECTION 01701

PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 Section Includes

A. Administrative and procedural requirements for project closeout.

1. Inspection procedures.

2. Project record document submittal.

3. Final cleaning.

1.2 Substantial Completion

A. Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.

1. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.

2. Submit specific warranties, final certifications and similar documents - refer to Section 01740.

3. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; operating certificates and similar releases.

4. Submit record drawings and similar final record information.

5. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.

6. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

B. When the Contractor considers the Work to be substantially complete, they shall submit a written notice to the Owner that the Work, or designated portion of the Work, is complete and ready for inspection.

C. Within 14 days of receipt of a request for inspection, the Owner will either proceed with inspection or advise the Contractor of unfulfilled requirements. When the Owner agrees that the Work, or designated portion of the Work, is substantially complete, they will inform the Contractor.

D. Should the Owner determine that the Work is not substantially complete, they will advise the Contractor of construction or other requirements that must be completed or corrected.

1. The Owner will repeat inspection when requested and assured that the Work has been substantially completed.

2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.3 Final Completion

A. When the Contractor considers the Work to be complete, they shall submit written certification to the Owner that the Work is completed and ready for final inspection. Include the following:

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted.

2 Submit an updated final statement.

3. Submit a certified copy of the Owner's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Owner’s inspector.

B. The Owner will inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Owner.

1. Upon completion of inspection, the Owner will advise the Contractor if the Work that is complete or if obligations have not been fulfilled but are required for final acceptance.

2. If necessary, re-inspection process will be repeated.

1.4 Record Document Submittals

A. Maintain at the site one complete set of record documents; protect from deterioration and loss in a secure, fire-resistive location.

1. Provide access to record documents for the Owner's reference during normal working hours.

2. Label each document "PROJECT RECORD" in 2-inch-high printed letters.

3. Do not use for construction purposes.

B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.

2. Mark new information that was not shown on Contract Drawings or Shop Drawings.

3. Show elevations and horizontal control dimensions of storm sewers, gravity sewers including laterals, electric cables, television cables, telephone cables, force mains, water mains crossed, and any other underground utilities and structures. Information shall be obtained by surveying by a professional engineer or land surveyor registered in the State of Florida.

4. Note related Change Order numbers where applicable.

5. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction.

1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.

2. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation.

3. Note related record drawing information and Product Data.

D. Record Product Data: Maintain one copy of each Product Data submittal.

1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations.

2. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation.

3. Note related Change Orders and mark-up of record drawings and Specifications.

E. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Owner to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the Owner for record purposes. Comply with delivery to the Owner's Sample storage area.

F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work.

G. At Contract close-out, deliver one copy of Record Documents to Owner. Accompany submittal with transmittal letter in duplicate containing the following information:

1. Date

2. Project title and number

3. Contractor's name and address

4. Title and number of each Record Document

5. Signature of Contractor or his authorized representative

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 Final Cleaning

A. Employ experienced workers or professional cleaners for final cleaning.

B. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion and maintain until final completion, except in areas occupied or designated by Owner.

1. Remove labels that are not permanent labels.

2. Leave concrete floors broom clean.

3. Wipe surfaces of mechanical and electrical equipment.

4. Clean plumbing fixtures to a sanitary condition.

5. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances.

6. Sweep paved areas broom clean; remove stains, spills and other foreign deposits.

7. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

C. Remove temporary protection and facilities installed for protection of the Work during construction.

D. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

E. Where extra materials of value remaining after completion of associated Work, they shall become the Owner's property, arrange for any disposition of these materials as directed.

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 Related Requirements

A. General provisions of Contract, including General and Supplementary Conditions.

B. Warranties and certificates for specific products - Respective Specification Sections.

C. Contract closeout - Section 01701.

1.2 Section Includes

A. Administrative and procedural requirements for warranties, bonds, and certifications required by the Contract Documents, including manufacturers standard warranties on products and special warranties.

1.3 Warranty Requirements

A. Contractor shall warrant all work covered under this Agreement to be free from defects for a period of 2-years after the date of substantial completion.

B. Relining Underground Pipelines (Section 02766): Contractor warrants to Owner that all products and work provided by Contractor to Owner under this Agreement will be free from material defects in workmanship and materials for a period of five (5) years from the earlier of the date on which Contractor's work is accepted by Owner or the date on which the Contractor completes performance and leaves the worksite.

C. Sanitary Service Lateral CIPP Lining (Section 02767): Contractor warrants to Owner that all products and work provided by Contractor to Owner under this Agreement will be free from material defects in workmanship and materials for a period of five (5) years from the earlier of the date on which Contractor's work is accepted by Owner or the date on which the Contractor completes performance and leaves the worksite.

D. Manhole/Lift Station Wetwell Coating (Section 02768) and Treatment Plant Wetwell Liner (Section 02769): The liner manufacturer shall warrant the liner against defects for at least ten (10) years after the date of acceptance by CCUA. Defects are defined as cracking, delamination or leaking. The warranty shall require the manufacturer to supply all necessary labor, materials, and equipment to repair defects to the satisfaction of CCUA. The Contractor and/or manufacturer shall not make any exemption or exception to the above stated conditions or warranty.

E. Treatment Plant Wetwell Rehablitation (Section 02769): The liner manufacturer shall warrant the liner against defects for at least ten (10) years after the date of acceptance by CCUA. Defects are defined as cracking, delamination or leaking. The warranty shall require the manufacturer to supply all necessary labor, materials, and equipment to repair defects to the satisfaction of CCUA. The Contractor and/or manufacturer shall not make any exemption or exception to the above stated conditions or warranty.

F. When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

G. When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

H. Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

I. Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

J. The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

K. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.4 Submittals

A. Submit written warranties to the Owner before requesting inspection for Substantial Completion. If the Owner's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Owner.

B. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit

properly executed warranties to the Owner within fifteen days of completion of that designated portion of the Work.

C. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner for approval prior to final execution.

D. Provide written certifications of compliance and other commitments and agreements for continuing services in a form which includes all pertinent information including:

1. Quantities and dates of shipments.

2. Attestment that materials incorporated into the Work comply with specified requirements. Certification shall not be construed as relieving the Contractor from furnishing satisfactory materials, if the material is later found to not meet specified requirements.

3. Signature of officer of company.

4. Laboratory test reports submitted with certificates of compliance shall show dates of testing, specification requirements under which testing was performed, and results of tests.

E. Refer to individual Sections of Divisions 2 through 16 for specific content requirements, and particular requirements for submittal of special warranties.

F. Form of Submittal:

1. Compile 3 copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer.

2. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

3. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 in. by 11 in. paper.

4. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.

5. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the Project title or name, and the name of the Contractor.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

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MAINTENANCE WARRANTY BOND

CLAY COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS, that we, _____ _____ as Principal and _____ , as Surety, are held and firmly bound unto the CLAY COUNTY UTILITY AUTHORITY, as Obligee, in the sum of _____($) Dollars, for the payment of which said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by the presents.

WHEREAS, the Principal is the contractor which installed the _____ for the project known as **Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract Bid No. 18/19-A7** has agreed that it shall accept certain _____ _____improvements located within County right-of-ways or easements, for maintenance, provided that the Principal and Surety deliver to the CLAY COUNTY UTILITY AUTHORITY a maintenance warranty bond, guaranteeing said improvements against faulty workmanship and materials, said bond and guarantee to be in full force and effect for a minimum of **two (2) years,** beginning the _____ day of _____, _____ (date of Substantial Completion); and this bond shall serve as said maintenance warranty bond; and this bond shall be and remain in full force and effect from its effective date for a minimum period of at least **two (2) years**.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall fully guaranty, indemnify and save harmless Clay County Utility Authority from any and all loss, costs, expenses and damages, for any repairs or replacements arising out of defective workmanship or materials in the construction or installation of said improvements, then this obligation shall be null and void; otherwise to be and remain in full force and effect.

Signed, sealed and dated this _____ day of _____, _____.

CONTRACTOR:

_____

WITNESS:

_____ By:_____(Seal)

Print Name: _____ Print Name:_____

Date:_____

APPROVED:
CLAY COUNTY UTILITY AUTHORITY

BY:_____
Tom Morris, Executive Director

BY:

_____

_____
(SURETY)

WATER AND WASTEWATER
MAINTENANCE WARRANTY BOND
CONTACT INFORMATION

Surety:_____
Contact Name:_____
Mailing Address:_____
_____
_____
Telephone No.:_____
Fax No.:_____

Bonding Agent:_____
License Identification No.:_____
Contact Name:_____
Mailing Address:_____
_____
_____
Telephone Number:_____
Fax Number:_____

CONTRACTOR WARRANTY

TO OWNER: CLAY COUNTY UTILITY AUTHORITY
3176 Old Jennings Road
Middleburg, Florida 32068

FROM CONTRACTOR: _____
_____
_____

PROJECT: Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract CCUA Bid No. 18/19-A7

CONTRACTOR hereby warrants all materials and workmanship furnished for the _____ _____installations for the above-referenced project, against any defects for a period of **two (2) years** from the _____ day of _____ _____, _____(date of Substantial Completion). This Warranty also includes the "as-built" data recorded on the as-built drawings for this project.

This Warranty includes all expenses incurred in servicing or replacing defective material, including cost of all parts, labor and/or replacement material.

This Warranty does not apply to any of the above equipment which has been subjected to misuse, improper storage, neglect, accident, acts of God and/or alterations or repairs by other than factory or the Guarantor's authorized service personnel. Nor does it cover expenses incurred for service requested by the OWNER on material which does not prove defective.

CONTRACTOR:

_____

Date:_____ _____

Print Name: _____

Title:_____

SECTION 02140

DEWATERING

PART 1 - GENERAL

1.1 Scope

In general, the work specified in this section of the Specifications shall consist of supplying labor, materials and equipment, and performing all work necessary to lower and control the groundwater levels and hydrostatic pressures to permit all excavations and construction specified under this Contract to be performed in the dry.

1.2 Examination of the Site

The Contractor shall take all steps necessary to familiarize himself with the site conditions, the ground conditions and the groundwater conditions. It is expressly understood that neither the Owner's nor Owner's Representative will be held responsible for any interpretations or conclusions drawn by the Contractor.

1.3 Submittals

The Contractor shall schedule a pre-dewatering meeting with the Owner prior to executing the work. At the meeting the Contractor shall issue their formal written plan to the owner and discuss mitigating risks, discharges, and permitting.

PART 2 - PRODUCT

2.1 Method and Equipment

The Contractor may use any dewatering method they deem feasible so long as it results in working in stable soils conditions. It is the intent of these Specifications that an adequate dewatering system be installed to promptly lower, control, and dispose the groundwater in order to permit excavation, construction of the structures and the placement of the fill materials, all to be performed under dry conditions. The dewatering system shall be adequate to pre-drain the water bearing strata above and below the bottom of the foundations, sewers, water lines and all other excavations. Fill operations shall be completed prior to discontinuing operation of dewatering to prevent buoyancy of any structure. All dewatering operations shall be in accordance with applicable requirements of authorities having jurisdiction, such as, but not limited to, St. Johns River Water Management District and Florida Department of Environmental Protection.

PART 3 - EXECUTION

3.1 General

The Contractor shall be solely responsible for arrangement, location and depths of the dewatering system necessary to accomplish the work described under this section of the Specifications. The dewatering shall be accomplished in a manner that will reduce the hydrostatic head below any excavation to the extent that the water level and piezometer water levels in the construction area are below the prevailing excavation surface; will prevent the loss of fines, seepage, boils, quick conditions, or softening of the foundation strata; will maintain stability of the sides and bottom of the excavation; and will result in all construction operations being performed in the dry. It is the Contractor's responsibility to prevent surface water and subsurface or ground water from flowing into excavations.

3.2 Disposal of Water

The Contractor shall promptly dispose of all water removed from the excavations in such a manner as will not endanger public health, damage public or private property, or affect adversely any portion of the work under construction or completed by the Contractor. The Contractor shall obtain written permission from the Owner of any property involved before digging ditches or constructing water courses for the removal of water. Contractor shall apply for and obtain, at the Contractor's expense, from all agencies having jurisdiction all permits required for disposal of water resulting from dewatering operations. Contractor shall only discharge uncontaminated produced groundwater when permitted or exempt. The means and methods of dewatering and discharge disposal shall comply with all regulatory requirements (including F.A.C. Chapter 62-621 "General Permit for the Discharge of Produced Ground Water from Any Non-contaminated Site Activity") at the Contractors Expense. Water shall not be discharged into streets, roadways, driveways, or private property.

Where excavation and dewatering occur in soils containing clay, silt or other materials resulting in turbidity in excess of 29 NTU above background at the point of discharge, the Contractor shall provide for settling, filtering or other treatment to lower turbidity to this level. If the project contains stormwater retention and/or detention systems, the Contractor may temporarily use this area for treatment, by capping the bleed-down pipe, pumping discharge in the pond and allowing it to settle prior to discharge. The Contractor may also construct a temporary detention/treatment pond. Use of alum and polymeric coagulation agents to aid in settling is allowed, providing that pH is adjusted prior to discharge. The Contractor shall submit his dewatering plan to the Owner for review if such additives are used and submit pH test data to the Owner showing no greater than 1 pH unit change from background in water to be discharged. The Contractor shall remove all accumulation of sediment prior to the completion of the project as the Contractor's expense. The Contractor shall maintain and remove accumulation of sediment at suitable intervals to prevent impairment of any sediment basin or pond at the Contractor's expense.

3.3 Inadequate System

If the dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system, then loosening of the foundation strata, or instability of the slopes, or damage to the foundations, pavements, pipes, property, or structures may occur. The supply of all labor, materials and equipment, and the performance of all work necessary to carry out additional work for reinstatement of the structures or foundation soil resulting from such inadequacy or failure shall be undertaken by the Contractor to the approval of the Owner's Representative, and at no additional expense to the Owner.

END OF SECTION

SECTION 02221

TRENCHING, BACKFILLING AND COMPACTING

PART 1 - GENERAL

1.1 Scope

The work under this section covers the furnishing of all materials, equipment, tools, labor, supervision and incidentals necessary for excavating, backfilling and compacting trenches for underground pipelines and utilities as indicated on the drawings and specified herein.

1.2 Measurement and Payment

A. Payment for Trenching, Backfilling, and Compacting is incidental to the Contractor's other pay items and shall be included in those costs.

B. Payment will be full compensation for all material, equipment, testing, tools, supervision, incidentals, and labor for excavating, backfilling and compacting trenches for underground pipelines and utilities as indicated on the drawings and specifications herein.

C. The measurement for earthwork quantities such as excavations, backfilling, and removal and replacement of unsuitable materials shall be based on the in-place verifiable cross section volume. Over excavations without documented cause and the Owner's written approval shall not be included in the calculated measurement.

1.3 Submittals

A. Compaction density test reports.

PART 2 - PRODUCT

2.1 General Requirements

A. Backfill material shall be a granular soil, not classified as unsuitable material, and capable of being placed and compacted to the densities equivalent to 95% of the Modified Proctor maximum dry density. Backfill shall have no more than 12 percent of its particles pass a No. 200 sieve or a Plastic Index (P.I.) that exceeds 6. The maximum size rock permitted in backfill material shall be 2 inches with such rock being uniformly dispersed in the soil. Rock or other hard, lumpy, and unyielding materials, however, shall not be permitted in backfill material within one foot of external diameters of pipe and conduit, or against structure having protective coatings and coverings. The Contractor shall provide backfill material when this material is

not available from earthwork operations on the project site. Backfill material used for pipe bedding shall have all particles pass a 3/8-inch sieve.

B. Unsuitable material is soil which is unsuitable for the support of structures, piping, or other materials. Unsuitable material shall be soils containing muck, clay, excessive amount of organic material, stumps, brush, roots, rubbish and building material rubble or other deleterious materials. The suitability of the excavated materials for backfill shall be determined by the Owner's Representative.

C. Unsuitable material shall be disposed of offsite and replace with suitable imported sandy soils at the Contractor's expense.

2.2 Materials

A. Excavated Native Material - Excavated native material free from perishable and objectionable objects and containing no stones or clods larger than two (2) inches in diameter, unless otherwise specified, shall be used for backfilling and such grading on the site as required. Any excess material shall be placed where directed.

B. Granular Backfill - Granular backfill shall consist of well-graded crushed stone or crushed gravel meeting the requirements of American Standards of Testing and Materials (ASTM) C 33 (latest), Gradation 67 (3/4 inches to No. 4).

C. Sand Backfill - Sand backfill shall consist of a coarse natural granular material, free of deleterious amounts of organic material, mica, loam, clay and other substances not suitable for the purpose intended. It shall be a clean concrete sand having approximately uniform gradation between sieve sizes No. 4 and No. 50. All particles shall pass a 3/8 inch sieve and no particles shall pass a No. 100 sieve.

D. Backfill material shall be submitted to the Owner for review and approval.

PART 3 - EXECUTION

3.1 General Requirements

The extent of excavation open at any one time will be held to a minimum consistent with normal and orderly prosecution of the work. The Contractor is required to locate all underground structures and utilities, shown on the drawings or made known to him during construction. The Contractor is to coordinate with the local utility companies as required to determine the location of utilities within the limits of the work in adequate time to allow for relocation or adjustment of utility lines prior to conflict with the work, and to show the location of the utilities ahead of the work.

3.2 Protecting Existing Utilities

Each existing utility exposed is to be fully protected and supported during construction. Any damage caused during backfilling operations is to be promptly repaired at no cost to the utility owner. All temporary protective and support systems installed on existing utilities are to remain in place until they can be supported and protected by the trench backfill.

3.3 Excavated Material

A. Excavated material to be used for backfill shall be neatly deposited at the sides of the trenches where space is available. Where stockpiling of excavated material is required, the Contractor shall be responsible for using designated sites and shall so maintain his operations as to provide for natural drainage and not present an unsightly appearance. Top soils shall be carefully selected and kept separated. Rock, shell or other base materials for roads and alleys shall be carefully selected and kept separate. Grade and line stakes shall be protected. No excavated material shall be placed on private property without the written consent of the property owner.

B. Where materials unsuitable for backfill are excavated within the limits of excavation shown on the drawings, the unsuitable material shall be removed from the job site and disposed of by the Contractor at the Contractor's Expense. Suitable granular or sand backfill shall be provided to replace the unsuitable materials and worked into existing excavated soils where possible, at no additional cost to the Owner.

3.4 Trench Excavation

A. All excavation for pipeline and utilities shall be open cut and tunneling will not be permitted unless specifically called for on the plans. Trench sides shall be approximately vertical between an elevation of one (1) foot above the top of the pipe and the centerline of the utility; otherwise, trench sides shall be as vertical as possible or as required. Trench may be excavated by machinery to a depth that will not disturb the finish grade.

B. Excavate trenches to depth indicated or required for indicated flow lines and invert elevations.

C. The Contractor shall excavate the trench by hand where excavation and machinery would endanger trees or structures which otherwise might be saved by the use of hand excavation.

D. Dig trenches to the uniform width required for particular item to be installed, sufficiently wide to provide ample working room. Provide minimum 8-inch clearance on each side of pipe or conduit, for unsheeted or sheeted trench, with maximum width of trench measured at top of pipe, not to exceed the outside

diameter, plus 24 inches, and comply with all Local, State, and Federal Safety Standards and Regulations.

E. For pipes or conduit 5 inches or less, excavate to indicated depths. Hand excavate bottom cut to accurate elevations and support pipe or conduit on undisturbed soil.

F. Except as otherwise indicated, excavate for exterior water piping so top of piping is minimum 3 feet below finished grade under pavement and 30 inches minimum elsewhere.

G. Backfill trenches with concrete where trench excavations pass within 18 inches of column or wall footings and which are carried below bottom of such footings, or which pass under wall footings.

H. For pipes or conduit 6 inches or larger, tanks and other work indicated to receive subbase, excavate to subbase depth indicated, or if not otherwise indicated, to 6 inches below bottom of work to be supported.

I. Except where a granular or concrete bedding is to be used, mechanical excavation shall be stopped above the final invert grade elevation and the remaining material carefully hand excavated so that the pipes may be laid on a firm, undisturbed, native earth bed.

J. Bell holes shall be dug to permit the entire straight barrel of the pipes to rest on the trench bottom. Boulders or loose rocks which might bear against the pipe will not be permitted in the trench bottom or backfill.

K. Excavated material consisting of muck, mud, clays or other unsuitable material shall not be stockpiled for backfill. Contractor shall remove such material from the site as it is excavated and shall dispose of it in an approved manner.

L. Excavation in rock shall be made to at least six (6) inches below the finish grade of the utility and backfilled with a 6-inch layer of crushed stone or gravel prior to installation of pipe. Excavation in clayey soils shall be made to at least twelve (12) inches below the pipeline inverts and replace with compacted structural backfill.

M. The Contractor shall be required to maintain uninterrupted utility service along the project but the methods used to accomplish this shall be left to his discretion, subject to approval of the authorities having jurisdiction. Puddling or discharge of sewage into open ditches will not be permitted. Existing piping damaged or removed to facilitate construction shall be replaced in kind, location and elevation.

N. No more than 100 linear feet of trench shall be open in advance of the completed pipe laying operation without prior approval of the Owner. Pipe trenches across

roadways and driveways shall be backfilled as soon as pipe is installed. Where, in the opinion of the Owner, adequate detour facilities are not available, no trench shall be left open across a roadway or commercial property driveway where adequate detour routes are not available for a period in excess of 30 minutes, or as directed by the governing authority. No trench shall be left open across any roadway or driveway for more than 24 hours. All open trenches shall be protected by the Contractor with barriers, warning devices and traffic control devices, which shall be kept in the correct position, properly directed and clearly visible at all times.

3.5 Trench Backfilling

A. Backfilling operations are not to proceed until all necessary tests, inspections or observations have been performed as required by the applicable utility specification. The Contractor shall be responsible for obtaining the necessary inspections before, during and after backfilling, and shall re-excavate, refill, and perform all such related work to obtain satisfactory test results. All debris, rocks, broken concrete, formwork, etc., is to be removed from the trench prior to the start of backfilling operations. All backfill material is to be free of muck, rock, organic material, broken concrete or other debris. Backfill is to be placed in uniform six-inch (6-inch) layers, loose measure, and compacted the full width of the trench to not less than 98 percent of maximum dry density. This procedure is to be carried out for the full height of the utility plus one (1) foot above the utility. After the backfill has reached an elevation of one (1) foot above top of the utility, operations are to proceed as follows:

1. Under the existing or proposed roads, paved areas, etc., backfill material is to be placed in uniform eight-inch (8-inch) layers, loose measure, and compacted to not less than 98 percent of maximum density for the full depth of the trench.

2. In areas where no construction is to take place over the utility, backfill material is to be placed in uniform twelve-inch (12-inch) layers, loose measure, and compacted to a density not less than 95 percent of maximum density for the full depth of the trench.

B. Backfill material is to be placed in the trench in such a manner so as not to disturb the alignment of the utility. Under no circumstances is a bulldozer or other equipment to be allowed to push fill material into the trench. The material is not to be dropped on the utility but placed in a manner as to allow the utility to remain in place and to allow for the uniform spreading and compaction of the material. Material is to be placed on both sides of the utility so that the backfill will have the same elevation on each side during compaction operations. Careful attention shall be observed to backfilling under pipe trenches or spacing lines such as plate compacting, “walking in “and/or hand tampering.

C. Whenever trenches have not been properly filled, or if settlement occurs, they shall be refilled, smoothed off, and finally made to conform to the surface of the ground. Backfilling shall be carefully performed, and surface restored to the elevation shown on the plans. In unpaved areas, the surface of trenches shall conform and be equal in quality, character and materials to the surface immediately prior to making the excavation.

D. Miscellaneous: Backfilling around meter boxes, valve boxes and other structures shall be accomplished in same manner as the connected pipe.

3.6 Excavation Below Normal Grade

A. In the event the Contractor through error or carelessness excavates below the elevations required, the Contractor shall at his own expense backfill with granular backfill as hereinbefore specified and compact to obtain a suitable bedding.

B. In the event unstable or unsuitable bedding material is encountered at or 12-inches below the limits of excavation noted on the drawings, such materials shall be removed and replaced with suitable compacted granular backfill material as hereinbefore specified.

3.7 Backfill Maintenance

The Contractor shall refill for settlement all backfilled areas. The surfaces of backfilled trenches shall be maintained in a safe and satisfactory condition at all times after being opened to traffic until the final acceptance of the contract work by the Owner.

3.8 Compaction Control

A. Use mechanical soil compaction equipment suitable for the soils and area being worked and capable of obtaining the densities specified. Hydraulic jetting or flooding of soil, to obtain densification, will not be permitted.

B. Maximum density and optimum moisture content refer to values determined by the standard test ASTM D 1557 (latest). Moisture content of backfill material, as it is being placed and compacted, shall be within +/- 2 percent of optimum moisture content.

C. Testing

1. The Contractor will retain a testing agency acceptable to the Owner. The testing agency retained by the Contractor will perform all required soils testing for the work. The cost of testing will be paid for by the Contractor, unless specified otherwise herein.

2. Field in-place density tests shall be performed in each 6-inch thick lift of compacted backfill and in the upper 12 inches below the bearing levels along the pipeline alignment. The density tests are necessary to verify that satisfactory compaction operations have been performed. Density testing shall be performed at one location for every 150 LF of trench excavations for every other lift of compacted fill. A minimum of one test between valves is required for every other lift regardless of the distance between valves. Backfill material which fails density tests shall be reworked and recompacted. Additional density tests for the reworked soils shall be at the Contractor's expense. Initial density tests for undisturbed in-place soils plus tests after first compaction, if required, will be paid for by the Contractor. Tests required for any additional compaction of the soil shall be at the Contractor's expense.

3. The Owner's Representative will judge soils to be suitable or unsuitable. If the Contractor does not agree with the judgment of the Owner's Representative, soil tests will be performed on the material in question. These tests shall be at the Contractor's expense when test results confirm the Owner's Representative's judgment.

3.9 Protective Sheeting

A. The Contractor shall provide and maintain protective sheeting (including shoring and bracing) as may be required to retain soil, protect workers, protect existing facilities (structures, utilities, pavement, etc.) or confine the construction to a required area. It shall be the Contractor's responsibility to provide safe protective sheeting, when required, without being instructed to do so at no additional cost to the Owner. Detailed plans and calculations for protective sheeting shall be submitted to the Owner for review.

B. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.

C. All protective sheeting shall be removed by the Contractor. The removal shall be completed in a manner which will not disturb or damage the finished work or existing facilities. All backfill requirements shall be met.

D. Steel drag shields or trench boxes may be used and shall be Steel Safety Shield as manufactured by Safety Shoring Shields, Inc., Efficiency Trench Box as manufactured by Efficiency Production, Inc; or equal. Voids left by the advancement of the shield shall be carefully backfilled and compacted in accordance with trench backfill requirements.

END OF SECTION

SECTION 02370

EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION:

A. The Contractor shall take every reasonable precaution throughout construction to prevent the erosion of soil and the sedimentation of streams, bays, storm systems, or other water impoundments, ground surfaces, or other property as required by federal, state, and local regulations.

B. The Work specified in this Section consists of providing, maintaining and removing temporary erosion and sedimentation controls as necessary to protect the Work and prevent sedimentation from the Contractor's activities from entering water bodies or other property owner's sites outside the Construction limits.

C. The Contractor shall provide protective covering for disturbed areas upon suspension or completion of land-disturbing activities. Permanent vegetation shall be established at the earliest practicable time. Temporary and permanent erosion-control measures shall be coordinated to ensure economical, effective, and continuous erosion and siltation control throughout the construction and post-construction period.

1.02 REQUIREMENTS

A. The Contractor is responsible for providing effective temporary erosion and sediment control measures during Construction or until final controls become effective.

B. The areas of unstabilized soil cover shall be minimized at all times to limit erosion and sedimentation.

C. The escape of sediment from the work site shall be prevented by the installation of erosion and sediment control measures and practices prior to, or concurrent with land-disturbing activities. Erosion control measures will be maintained at all times. If implementation does not provide for effective erosion control, additional erosion and sediment control measures shall be implemented to control or treat the sediment source by the contractor as needed until effective erosion and sediment control is achieved. The contractor, at his own expense, shall remove any siltation deposits and correct any erosion problems as directed by the Owner which results from his construction operations.

D. The escape of sediment from the work site shall be prevented by the installation of erosion and sediment control measures and practices prior to or concurrent with land-disturbing activities.

E. Erosion and sediment control measures shall be maintained at all times, if implementation does not provide for effective erosion and sedimentation control, additional erosion and sedimentation control measures shall be implemented to control or treat the erosion or treat the erosion or sediment source by the contractor as needed until effective erosion and sediment control is achieved.

F. Should the Contractor pump water from excavations during construction, appropriate siltation preventative measures shall be taken before the pumped water is discharged into any stormwater conveyance, drainage ditch, canal, or waterway.

G. The contractor shall prevent offsite tracking of material.

1.03 SUBMITTALS

A. The Contractor shall submit shop drawings in accordance with these Contract Documents.

B. The projects that disturb greater than one acre, the Contractor shall prepare and submit an Erosion and Sedimentation Control Plan (Stormwater Pollution Prevention Plan) for Owner review and acceptance. The Plan shall be in effect throughout the Construction duration.

C. The projects that disturb greater than one acre, the Contractor shall submit copies of applicable permits, Notice of Intent, and Notice of Termination.

1.04 REFERENCE STANDARDS

A. Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

Florida Department of Transportation (FDOT)

FDOT Spec. Section 103 - Temporary Work Structures

FDOT Spec. Section 104 - Prevention, Control, and Abatement of Erosion and Water Pollution

FDOT Spec. Section 530 - Revetment Systems

FDOT Spec. Section 982 - Fertilizer

FDOT Spec. Section 983 - Water for Grassing

FDOT Spec. Section 985 - Geosynthetic Materials

1.05 QUALITY ASSURANCE (NOT USED)

1.06 WARRANTIES

A. Warranties shall be in accordance with these Contract Documents.

1.07 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements in these Contract Documents for Delivery, Storage, and Handling of the items specified in this Section.

1.08 QUALIFICATIONS (NOT USED)

1.09 REGULATORY REQUIREMENTS

A. The Contractor shall be responsible for filing Notice of Intent (NOI) and Notice of Termination (NOT) for Construction Activities with regulatory agencies (SJRWMD, SFWMD, and FDEP) as required by law, if thresholds are expected to be exceeded.

B. Erosion-control measures shall be performed conforming to the requirements of and in accordance with approved plans by applicable state and local agencies and as specified by the erosion-control notes included on the Drawings and as required by these Specifications.

C. The Contractor shall comply with all local, State, and Federal agencies, laws, and rules.

1.10 PRACTICES

A. The Contractor shall adhere to the following:

1. Avoid dumping soil or sediment into any stream bed, pond, ditch, or watercourse.

2. Maintain an undisturbed vegetative buffer where possible between a natural watercourse and trenching and grading operations.

3. Avoid equipment crossings of streams, creeks, and ditches where practicable.

4. The contractor shall furnish and install tree protection, erosion, and sediment control measures prior to any other construction activity and

shall maintain such appurtenances until permanent ground cover is established and all land-disturbing activities in the area have ceased.

1.11 EROSION AND SEDIMENT-CONTROL DEVICES AND FEATURES

A. The Contractor shall construct all devices (silt fences, retention areas, etc.) for sediment control at the locations required to protect federal, state, and local water bodies and water courses and drainage systems before beginning to excavate the site. All devices shall be properly maintained in place until a structure or paving makes the device unnecessary or until directed to permanently remove the device.

B. The Contractor shall use mulch to temporarily stabilize areas subject to excessive erosion and to protect seed beds after planting where required.

C. Filter fabric, synthetic bales, or other approved methods shall be placed and secured over the grates of each existing inlet, grating or storm pipe opening near the area of excavation to prevent silt and debris from entering the storm systems.

D. The Contractor shall use silt fences, synthetic bales and floating turbidity barriers as shown on the plans or as directed by the Owner or Owner's Representative to restrict movement of sediment from the site.

E. The Contractor shall establish vegetative cover on all unpaved areas disturbed by the work.

PART 2 – PRODUCTS

2.01 GENERAL

A. Open-mesh biodegradable mulching cloth.

B. Fertilizer shall be slow release 10-10-10 grade or equivalent.

C. Lime shall be Dolomitic Agricultural Ground limestone, in accordance with FDOT Section 982.

D. Grass shall be in accordance with Section 02936, Grassing, Seeding and Sodding.

E. Silt fence shall consist of non-biodegradable filter fabric (Trevira, Mirafi, etc.), in accordance with FDOT Section 985, wired to galvanized wire mesh fencing and supported by wood or metal posts.

F. Floating or staked turbidity barriers as specified in FDOT Spec. Section 985 and FDOT Standard Index 103.

G. Erosion Stone: FDOT Section 530

1. Sand-Cement Riprap

2. Concrete Block

3. Rubble 20 to 300 pounds each

H. Filter Fabric for placing under Riprap shall meet the requirements of FDOT Section 985.

I. Synthetic bales in accordance with FDOT Section 104.

PART 3 - EXECUTION

3.01 CLEARING

A. The Contractor shall schedule and perform clearing and grubbing so that subsequent erosion-control practices can follow immediately. Excavation, borrow, and embankment operations will be conducted as a continuous operation. All construction areas not otherwise protected shall be stabilized within 14 days and planted with permanent vegetative cover within 30 working days after completing active construction.

3.02 STABILIZING

A. The angle for graded slopes and fills shall be no greater than the angle that can be retained by vegetative cover or other adequate erosion-control devices or structures. All disturbed areas outside of embankment left exposed will, within 14 days of completion of any phase of grading, be planted or otherwise provided with either temporary or permanent ground cover, devices, or structures sufficient to restrain erosion.

3.03 REQUIREMENTS

A. Install and maintain silt fences, dams, traps, barriers, and appurtenances as shown on the drawings. Replace deteriorated hay bales, silt fence, and dislodged filter stone. Repair portions of any devices damaged at no additional expense to the Owner.

B. Install all sediment control devices in a timely manner to ensure the control of sediment. At sites where exposure to sensitive areas is likely, complete installation of additional sediment control devices before starting earthwork.

C. Use approved temporary erosion control features to correct conditions that develop during Construction that were not foreseen when the initial Erosion and Sedimentation Control Plan was first developed.

D. Whenever land-disturbing activity is undertaken on a tract, a ground cover sufficient to restrain erosion must be planted or otherwise provided within

30 calendar days on that portion of the tract upon which further active construction is to be undertaken.

E. If any earthwork is to be suspended for any reason for longer than 14 calendar days, the areas involved shall be seeded with vegetative cover or otherwise protected against excessive erosion during the suspension period. Suspension of work in any area of operation does not relieve the Contractor of the responsibility to control erosion in that area.

F. Should any of the temporary erosion and sediment control measures employed by the Contractor fail to produce results that comply with the requirements of the Regulatory agency having jurisdiction or the Owner, the Contractor shall immediately take whatever steps necessary to correct the deficiency at its own expense to protect the Work and any adjacent property to the site, as well as to prevent contamination of any stormwater conveyance, river, stream, lake, tidal waters, reservoir, canal, IMS4, or other water impoundments.

G. The side slope areas with unstabilized or unprotected soil cover shall be minimized at all times to limit erosion and sedimentation.

H. Incorporate permanent erosion control features into the Project at the earliest practical time.

3.04 VEGETATIVE COVER

A. Preparation of Seedbed. Areas to be seeded shall be scarified a depth of 4 inches until a firm, well-pulverized, uniform seedbed is prepared. Fertilizer shall be applied during the scarification process in accordance with the following rates:

Fertilizer—per manufacturer's recommended rate.

B. Seeding. Disturbed areas along embankments shall be permanently seeded with mix specified in Section 02936, Grassing, Seeding, and Sodding.

C. The Contractor shall mulch all areas immediately after seeding. Mulch shall be applied and anchored as specified in Section 02936, Grassing, Seeding, and Sodding.

3.05 MAINTENANCE

A. The Contractor shall maintain all temporary and permanent erosion-control measures in functioning order. Temporary structures shall be maintained until such time as vegetation is firmly established and grassed areas shall be maintained until completion of the project. Areas which fail to show a suitable stand of grass or which are damaged by erosion shall be immediately repaired. No additional payment will be made to the Contractor for re-establishing erosion-control

devices, which may become damaged, destroyed, or otherwise rendered unsuitable for their intended function during the construction of the project.

B. The Contractor shall remove all silt, sediment, and debris buildup regularly to maintain functioning storm systems and erosion-control devices.

3.06 REMOVAL OF SEDIMENT CONTROL DEVICES

A. Near completion of the project and/or in accordance with the Erosion and Sedimentation Control Plan (Stormwater Pollution Prevention Plan) and the Notice of Intent for Construction Activities filed with regulatory agencies, as acceptable to the Owner, the Contractor shall dismantle and remove the temporary devices used for sediment control during construction. All erosion-control devices in seeded areas shall be left in place until the grass is established. The Contractor shall seed areas around devices and mulch after removing or filling temporary control devices.

B. The Contractor shall clean up all areas at the completion of the project.

END OF SECTION

SECTION 02750

REMOVING AND REPLACING PAVEMENT

PART 1 - GENERAL

1.1 Scope

A. The work to be performed under this Section shall consist of removing and replacing existing pavement, sidewalks and curbs in paved areas where such have been removed for construction of sewer and utility appurtenances and structures.

B. All paved street or other paved areas cut by these operations shall be repaired and repaved in a workmanlike manner as shown or specified. All work shall be in accordance with Florida State Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, unless noted otherwise herein or on the Plans.

C. Owner shall obtain and the Contractor shall perform and comply with the requirements or Rights-of-Way all work-related activities in accordance with the requirements of the Authority's FDOT and /or Clay County Use Permits for this project where applicable.

1.2 References

A. ASTM International

1. ASTM A 185 – Welded Steel Wire Fabric for Concrete Reinforcement.
2. ASTM A 615 – Deformed and Plain Billet Steel Bars for Concrete Reinforcement,
3. Grade 60.
4. ASTM C 33 – Concrete Aggregate.
5. ASTM C 94 – Ready-Mixed Concrete.
6. ASTM C 143 – Slump of Hydraulic Cement Concrete.
7. ASTM C 150 – Portland Cement.
8. ASTM C 171 – Sheet Materials for Curing Concrete.
9. ASTM C 171 – Sampling Freshly Mixed Concrete.
10. ASTM C 173 – Air Content of Freshly Mixed Concrete by the Volumetric Method.
11. ASTM C 309 – Liquid Membrane-Forming Compounds for Curing Concrete.
12. ASTM D 422 – Particle-Size Analysis of Soils.
13. ASTM D 1752 – Preformed Sponge Rubber and Cork Expansion Joint Filler for Concrete Paving and Structural Construction.

B. State of Florida, Department of Transportation (FDOT): standard Specifications for

Road and Bridge Construction, Latest Edition.

1. The provision therein for method of measurement and payment do not apply.
2. References to "Engineer" and "State" shall be interpreted to mean "Authority's designated representative."

C. Specified references, or cited portions thereof, current at date of bidding documents unless otherwise specified, govern the work.

1.3 Quality Assurance

A. Except as modified herein or as indicated, work and materials shall be performed and furnished in accordance with the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.

B. Obtain all materials from respective same source throughout construction operations.

C. Coordinate density testing of subbase, base course & compression strength testing of concrete with testing laboratory employed and paid for at the contractor's expense.

1.4 Submittals

Provide certificates stating that materials supplied comply with Specifications. Certificates shall be signed by the material producer and the Contractor.

1.5 Conditions

A. Weather Limitations

1. Do not conduct paving operations when surface is wet or contains excess of moisture which would prevent uniform distribution and required penetration.

2. Construct prime and tack coats, and asphaltic courses only when atmospheric temperature in the shade is above 50 degrees F, when the underlying base is dry and when weather is not rainy.

3. Place base course when air temperature is above 35 degrees F and rising.

B. Grade Control: Establish and maintain the required lines and grades for each course during construction operations

PART 2 - PRODUCT

2.1 Materials and Construction

A. All material shall conform to the applicable sections of the Florida Department of Transportation (FDOT) Standard Specification for Road and Bridge Construction (latest edition).

B. Special Surfaces: Where driveways or roadways are disturbed or damaged which are constructed of specialty type surfaces, e.g., brick or stone, these driveways and roadways shall be restored utilizing similar, if not original, materials. Where the nature of these surfaces dictates, a specialty Contractor shall be used to restore the surfaces to their previous or better condition. Special surfaces shall be removed and replaced to the limits to which they were disturbed.

PART 3 - EXECUTION

3.1 Removing Pavement

A. Remove existing pavement as necessary for installing the pipe line, lateral, and/or cleanout and appurtenances.

B. In areas where pavement will be removed or overlaid, the Contractor shall locate existing valves, and manholes, and shall document the location. The documentation shall include two measurements from the valve or manhole to permanent object such as a tree, fire hydrant, house corner or similar. It is the intent to provide a means to locate the valves and manholes so that they can be located and brought to grade following paving.

C. Prior to excavation in paved streets or other paved areas, the pavement shall be cut along straight and perpendicular lines. Just prior to repaving, jagged edges shall be squared and cut to a string line so that the patch will present a neat appearance.

D. Centerline stripes or other pavement markings which existed prior to the start of construction shall be replaced. No separate payment will be made for stripping or marking unless shown.

E. The paved surface of the replacement shall be finished flush with the existing pavement and shall conform to the existing street contour.

F. Damage to Adjacent Pavement: Do not disturb or damage the adjacent pavement. If the adjacent pavement is disturbed or damaged, remove and replace the damaged pavement.

G. Damage to Traffic Signal Loops: Any pavement removal which will include removal of traffic signal loops embedded in the pavement shall be coordinated with the Traffic Engineering Department having jurisdiction over the traffic signal five days prior to pavement removal.

H. Sidewalk: Remove and replace any sidewalks disturbed by construction for their full width and to the nearest undisturbed joint.

I. Curbs: Tunnel under or remove and replace any curb disturbed by construction to the nearest

undisturbed joint.

J. Pavers: Remove pavers so that they remain intact. Store safely to avoid damage.

3.1 Replacing Pavement

A. Pavement shall be replaced as soon as practical after all testing is completed and underground construction is approved. In no case shall an area remain unpaved for more than 14 days after the original surface was removed. Should completion of testing and approval preclude final paving within 30 days, temporary asphaltic concrete patching shall be installed and maintained until pavement can be replaced in accordance with the standard detail drawing.

B. During backfilling and compaction of the backfill, arrange to have the subgrade material verified and tested. The subgrade shall meet the requirements for Type B stabilization.

C. Temporary trench backfill along streets and driveways shall include 8-inches of lime rock base, crushed stone, crushed concrete as a temporary surfacing of the trenches, or asphalt as directed by the County of FDOT. This temporary surface shall be maintained carefully at grade and dust-free by the Contractor until the pavement is replaced. All temporary surfacing not meeting the requirements for the pavement (including base) shall be removed.

D. Replace driveways, sidewalks and curbs with the same material as existing, to nearest existing undisturbed construction joint and to the same dimensions as those existing.

E. Where the paved surface is to be replaced, the temporary surface and backfill material shall be removed to the depth and width as required to replace the pavement in accordance with the Authority having jurisdication. All edges of the existing pavement shall be cut to a straight, vertical edge. Care shall be used to get a smooth joint between the old and new pavement and to produce an even surface on the completed street. Concrete base slabs and crushed stone bases, if required, shall be placed and allowed to cure for three days before bituminous concrete surface courses are applied. Expansion joints, where applicable, shall be replaced in a manner equal to the original joint.

F. Pavement Resurfacing (asphalt overlay)

1. Certain areas to be resurfaced may be specified or noted on the Drawings.

2. Where pavement to be resurfaced has been damaged with potholes, the Contractor shall remove all existing loose pavement material and backfill with compacted Bituminous Plant Mix Base, as specified, to the level of the existing pavement. After all pipe line installations are complete and existing pavement has been removed and replaced along the trench route, apply tack coat and surface course as specified.

G. Resurfacing limits shall be perpendicular to the road centerline. The limits of resurfacing shall be

10 feet beyond the edge of the pavement replacement on the main road being resurfaced, and to the point of tangency of the pavement on the side streets.

H. Pavement Striping: Pavement striping removed or paved over shall be replaced with the same type, dimension and material as original unless directed otherwise by the County or FDOT.

I. Traffic Signal Loops: The replacement or repair of all traffic signal loops removed or damaged during the removal and replacement of pavement shall be coordinated by the Contractor with the Traffic Engineering Department having jurisdiction over each traffic signal. The Contractor shall be responsible for payment of all fees associated with replacement or repair of traffic signal loops.

3.2 Sidewalk and Curb Replacement

A. Construction

1. All concrete sidewalks and curbs shall be replaced in accordance with the FDOT standard specifications for Road and Bridge Construction, unless modified herein.

2. Forms for sidewalks shall be of wood or metal, shall be straight and free from warp, and shall be of sufficient strength, when in place, to hold the concrete true to line and grade without springing or distorting.

3. Forms for curbs shall be metal and of an approved section. They shall be straight and free from distortions, showing no vertical variation greater than 1/8-inch in 10 feet and no lateral variation greater than 1/4-inch in 10 feet from the true plain surface on the vertical face of the form. Forms shall be of the full depth of the structure and constructed such to permit the inside forms to be securely fastened to the outside forms.

4. Securely hold forms in place true to the lines and grades to match existing.

5. Wood forms may be used on sharp turns and for special sections, as approved by the County or FDOT. Where wooden forms are used, they shall be free from warp and shall be the nominal depth of the structure.

6. All mortar and dirt shall be removed from forms and all forms shall be thoroughly wetted before any concrete is deposited.

B. When a section is removed, the existing sidewalk or curb shall be cut to a neat line, perpendicular to both the centerline and the surface of the concrete slab. Existing concrete shall be cut along the nearest existing construction joints; if such joints do not exist, the cut shall be made at minimum distances to match existing.

C. Existing concrete sidewalks and curbs that have been cut and removed for construction purposes

shall be replaced with the same width and surface as the portion removed. Sidewalks shall have a minimum uniform thickness of 4-inches. The new work shall be neatly jointed to the existing concrete so that the surface of the new work shall form an even, unbroken plane with the existing surfaces.

D. The subgrade shall be at a depth equal to the thickness of the concrete, plus two inches. Subgrade shall be of such width as to permit the proper installation and bracing of the forms. Subgrades shall be compacted by hand tamping or rolling. Soft, yielding or unstable material shall be removed and backfilled with satisfactory material.

E. Joint for Curbs

1. Joints shall be constructed to match existing or as specified. Construct joints true to line with their faces perpendicular to the surface of the structure and within 1/4-inch of their designated position.

2. Thoroughly spade and compact the concrete at the faces of all joints filling all voids.

3. Install expansion joint materials at the point of curve at all street returns.

4. Install expansion joint material behind the curb at abutment to sidewalks and adjacent structures.

5. Place contraction joints every 10 feet along the length of the curbs and gutters. Form contraction joints using steel templates or division plates which conform to the cross section of the structure. Leave the templates in place until the concrete has set sufficiently to hold its shape but remove them while the forms are still in place. Contraction joint templates or plates shall not extend below the top of the steel reinforcement or they shall be notched to permit the reinforcement to be continuous through the joint. Contraction joints shall be a minimum of 1-1/2-inches deep.

F. Expansion joints shall be required to replace any removed expansion joints. Expansion joints shall be true and even, shall present a satisfactory appearance, and shall extend to within 1/2-inch of the top of finished concrete surface.

G. Finishing

1. Strike off the surface with a template and finish the surface with a wood float using heavy pressure, after which, contraction joints shall be made and the surface finished with a wood float or steel trowel.
2. Finish the face of the curbs at the top and bottom with an approved finishing tool of the radius to match existing.
3. Finish edges with an approved finishing tool having a 1/4-inch radius.
4. Provide a final broom finish by lightly combing with a stiff broom after troweling is

complete.

5. The finished surface shall not vary more than 1/8-inch in 10 feet from the established grade.

H. Driveway and Sidewalk Ramp Openings

1. Provide driveway openings of the widths and at the locations to match existing and as directed by the Authority.

2. Provide sidewalk ramp openings to match existing, in conformance with the applicable regulations and as directed by the Authority.

I. Concrete shall be suitably protected from freezing and excessive heat. It shall be kept covered with burlap or other suitable material and kept wet until cured. Provide necessary barricades to protect the work. All damage caused by people, vehicles, animals, rain, the Contractor's operations and the like shall be repaired by the Contractor, at no additional expense to the Authority.

J. Paver Installation – Reinstall pavers to their original position.

K. Maintenance

The Contractor shall maintain the surfaces of roadways built and pavements replaced until the acceptance of the Project. Maintenance shall include replacement, scraping, reshaping, wetting and rerolling as necessary to prevent raveling of the road material, the preservation of reasonably smooth surfaces and the repair of damaged or unsatisfactory surfaces, to the satisfaction of the Authority. Maintenance shall include sprinkling as may be necessary to abate dust from the gravel surfaces.

L. Supervision and Approval

1. Pavement restoration shall meet the requirements of the agency responsible for the pavement. Obtain agency approval of pavement restorations before requesting final payment.

2. Obtain the County's or FDOT’s approval for restoration of pavement.

3. Failure of Pavement: Should any pavement restoration or repairs fail or settle during the life of the Contract, including the bonded and warranty periods, promptly restore or repair defects.

4. If replacement of the asphalt surface is required to repair defect, the entire lane shall be replaced for a distance that extends 10 feet beyond the limits of the defected area.

M. Cleaning

The Contractor shall remove all surplus excavation materials and debris from the street surfaces and rights-of-way and shall restore street, roadway or sidewalk surfacing to its original condition. Surplus material and debris shall be disposed of by the Contractor at an off-site location in accordance with the local, State and Federal Agency requirements.

END OF SECTION

SECTION 02766

RELINING UNDERGROUND PIPELINES

PART I – GENERAL

A. DESCRIPTION

This section provides for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube, which is tightly formed to the original conduit. The resin is cured using either hot water under hydrostatic pressure or steam pressure within the tube. The Cured-In-Place Pipe (CIPP) will be continuous and tight fitting. This specification describes CIPP relining for 8-inch to 24-inch diameter piping. CIPP rehabilitation of service laterals lining is described in Section 02767 Sanitary Sewer Service Lateral Rehabilitation.

B. SCOPE OF WORK:

The contractor shall provide all labor, supervision, materials, equipment and incidentals required for the rehabilitation of various sized sanitary sewer gravity mains with resin impregnated cured-in-place pipe (CIPP) in accordance with all applicable Owner and industry standards. Work assigned under this contract may include, but is not limited to, the following activities:

- Sanitary sewer cleaning
- Sanitary sewer pre- and post- work inspections
- Easement access
- Maintenance of Traffic (MOT)
- Isolation and by-pass pumping
- Cured-In-Place Pipe reconstruction
- Chemical and physical product testing
- Hydraulic capacity testing
- Reinstatement of services and pressure grouting
- Site restoration.

C. EQUIPMENT/VEHICLES

All contractor/subcontractor equipment shall be sufficient in size and number for work to be done in a timely manner under this contract. All contractor/subcontractor equipment shall be maintained in good operating condition. The Owner reserves the right to reject any equipment it deems unsafe or insufficient in size and/or number to perform work under this contract. It shall be the sole responsibility of the contractor/subcontractor to replace rejected equipment in a timely manner and at no cost to the Owner.

D. REFERENCED DOCUMENTS

This specification references the following standards from the American Society for Testing and Materials which are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern:

- ASTM F1216 Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
- ASTM F1743 Rehabilitation of Existing Pipelines by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)
- ASTM D5813 Cured-in-Place Thermosetting Resin Sewer Pipe
- ASTM D790 Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials
- ASTM D2990 Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics.

D. REQUIREMENTS:

1. The Contractor shall be certified in confined space entry and traffic control per OSHA requirements.
2. Cleaning of Sewer Lines: The contractor shall remove and properly dispose of all internal debris from the inside of sewer lines that will interfere with the installation of CIPP.
3. Bypassing Sewage: The contractor shall provide for the flow of sewage around the sections of pipe designated for reconstruction. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole by way of restrained watertight pipe. The pump(s) and bypass lines shall be of adequate capacity and size to handle the average daily flow. Backup bypass pump(s) of adequate size and capabilities shall be on site at all times of by-pass pumping.
4. TV and Inspection of Pipelines: Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by close circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of CIPP into the pipelines and it shall be noted that these conditions can be corrected. A video and suitable log shall be kept for later reference by the Owner. All video inspection shall be witnessed by an Owner representative as it is being performed.
5. Manhole/Liner Interface: It shall be the responsibility of the contractor to make a watertight seal at the interface where the liner/host pipe meets the manhole.
6. Service Reconnection: Service reconnection refers to the reinstatement of the customer service connection of the sewer main after the installation of Trenchless Pipe Reconnection System. This is accomplished from within the sewer main via a remote-controlled cutting device. The service reconnection will not be considered by

the Owner to be complete until it is polished.

7. Service with Pressure Grouting: Service wye to be pressure grouted after mainline has been rehabilitated and service line re-instated. A non-shrinking chemical grout is to be used (Avanti 118/101 or Cues Quickseal 105 are acceptable). The contractor shall provide trenchless reconstruction of service lateral and main line sewers. The contractor shall have the capability of performing services which include televised inspection, data collection, system flow analysis and pipeline reconstruction.
8. The contractor shall provide services that include safety measures for both the public and workers shall coordinate all scheduling with the Owner.
9. The contractor shall be completely responsible for the control of the environment of the work site during on-site operations. All precautions shall be taken by the selected contractor to protect the workers, public and Owner staff from the exposure to harmful or hazardous substances within the sewer system.
10. The contractor shall be responsible for all traffic control during operation and bypass pumping. Because the Owner's sewer are located in rights of way owned and maintained by various agencies, the maintenance of traffic shall be as required by these various agencies, including but not limited to, the Florida Department of Transportation, Clay County and the Town of Orange Park. The Contractor shall be responsible for ensuring the MOT plan meets with theses agencies approval.
11. The contractor shall be responsible for the disposal of all waste materials and shall transport waste materials to CCUA's Miller Street Wastewater Treatment Plant located at 1601 Bartlett Avenue, Orange Park, FL 32073 for processing. Owner shall approve all waste materials disposal schedules. The selected contractor shall be responsible for all waste material spills and clean-up in the loading, hauling and unloading of the contractor's equipment.
12. The contractor shall be responsible for all costs associated with cure water disposal.
13. The contractor shall be responsible for properly installing an approved backflow prevention device inline to the freshwater fill line of all jetting and/or vacuum equipment.
14. The contractor shall be responsible for conforming to any and all requirements regarding hauling and disposal of wastes from each work site in accordance with OSHA regulations and those that may be mandated by federal, state or local governments.
15. The contractor shall ensure that all waste material transporters possess all required federal, state and local regulations, including but without limitation, 40 CFR Part 263, "Standards Applicable to Transporters of Hazardous Waste" and Chapter 17-730, Part 3, Florida Administrative Code, ad may be amended from time to time.
16. The contractor shall inform the Owner of its planned work schedules and shall afford the Owner reasonable opportunity to observe and inspect the contractors work in process. The Owner will be advised of all schedule changes and notified when a work site is left for a 24-hour period when work is not complete.
17. The contractor shall be responsible for obtaining potable water from the Owner for use on the project. A construction meter must be obtained from the Owner prior to the start of work. The Owner will not charge for the meter use of the water. If the meter is

not promptly returned upon completion of a project, the Owner will retain money from the project to cover the cost of meter replacement.

E. LICENSES/PERMITS:

It shall be the responsibility of the Contractor to obtain all necessary municipal and other governmental licenses/permits and approvals or consent from utilities or carriers such as the telephone company, power company, and/or other persons/organizations upon whose property or authority performance of work under the contract might impinge.

PART II – PRODUCTS

A. MATERIALS

1. Tube – the sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1 or ASTM F1763, Section 5.2.1 or ASTM D 5813, Section 5 and 6. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.

    a) The wet out Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design CIPP wall thickness.

    b) The Tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during installation.

    c) The outside layer of the Tube shall be coated with an impermeable, flexible membrane that will contain the resin and allow the resin impregnation (wet out) procedure to be monitored.

    d) The Tube shall contain no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.

    e) The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.

    f) Seams in the Tube shall be stronger than the non-seamed felt material.

2. Resin – The resin system shall be a corrosion resistant polyester or vinyl ester system

including all required catalysts, initiators that when within the tube create a composite that satisfies the requirements of ASTM F1216, ASTM D5813 and ASTM F1743, the physical properties herein, and those which are to be utilized in the submitted and approved design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

B. STRUCTURAL REQUIREMENTS

1. The CIPP shall be designed as per ASTM F1216, Appendix X.1. The CIPP design shall assume no bonding to the original pipe wall.

2. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.

3. The cured pipe material (CIPP) shall conform to the structural properties as listed below.

MINIMUM CIPP PHYSICAL PROPERTIES			
		Cured Polyester Composite	
Property	**Test Method**	**Min. per ASTM F1216**	**Enhanced Resin**
Modulus of Elasticity	ASTM D790	250,000 psi	400,000 psi
Flexural Stress	ASTM D790	4,500 psi	4,500 psi

C. PRODUCT PERFORMANCE

Standard lining products are intended to have a 50-year design life and in order to minimize Owner's risk, only proven products with substantial successful long-term track records will be approved. Proposed products much meet or exceed ALL of the following criteria to be deemed commercially acceptable.

For a *product* to be considered commercially proven, a minimum of 2,000,000 linear feet of successful sanitary sewer system installations in the United States within 5 years must be documented to the satisfaction of the Owner to assure commercial viability. In addition, at least 500,000 linear feet of 8" through 24" of the product shall have been in successful service within the State of Florida for a minimum of five (5) years.

D. INSTALLER QUALIFICATIONS

For an *installer* to be considered commercially proven, the installer must satisfy all insurance, financial and bonding requirements of the Owner, and must have had at least five (5) years active experience under the firm's current corporate name in the commercial installation of the proposed product. In addition, the installer must have

successfully installed at least 1,000,000 linear feet within 24 months of the proposed product in sanitary sewer systems.

E. CLEANING CONTRACTOR QUALIFICATIONS

Cleaning operations shall be conducted by experienced personnel who have previously been engaged in cleaning operations of similar size and complexity to the work described herein. A contractor conducting cleaning operations on existing sewer lines shall have five (5) years experience in cleaning existing sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet within the past two (2) years.

PART III – EXECUTION

A. SANITARY SEWER CLEANING

a. Scope: Work performed under this section includes removal and disposal of all dirt, roots, grease, solids, or semi-solids from sanitary sewer mains and manholes as indicated on the drawings and as specified herein to the extent that video inspection, flow isolation, and manhole inspection can be performed.

b. Submittals:

1. The contractor shall submit a Cleaning Log Sheet for the purposes of recording pertinent information relative to the sanitary sewer structures being cleaned.

2. Material Safety Data Sheets (MSDS) submittals shall be made for all chemical cleaning agent proposed for use under this contract.

c. Equipment: The equipment selected for cleaning shall be capable of removing all accumulated dirt, sand, grease, rocks and other deleterious materials and obstruction from the sewer lines. All equipment used for cleaning operations shall be designed and intended to do the type of work which is specified. When at all possible, the equipment shall be a self-contained unit to handle all operations. The equipment used shall be the product of a manufacturer actively engaged in the research, development and manufacturing of said equipment. Any violations of these specifications may be grounds of removal of the equipment and replacement with equipment meeting these specifications, at no additional cost to the Owner.

1. High Velocity Cleaning Equipment: All high velocity hydraulic sewer cleaning equipment shall be truck mounted. The equipment shall have a minimum of 500 feet of ¾ inch I.D. high pressure hose with a selection of two or more high velocity nozzles. The nozzles shall have a capacity of 50 GPM at a minimum

working pressure of 1000 psi. The nozzles shall be capable of producing a scouring action from 15º to 45º in the direction of cleaning and perpendicular to the sewer axis in all size lines designated to be cleaned. Equipment shall also include a high velocity gun for washing and scouring manhole walls and floor. The gun capacity shall equal 3.5 to 27 GPM at between 200 and 800 psi. The gun shall be capable of producing flows from a fine spray to a long distance solid stream. The equipment shall carry its own 1200 gallon (minimum) water tank capable of holding corrosive or caustic cleaning, sanitizing or degreasing chemicals if required by the Owner, auxiliary engines and pumps, and hydraulically driving hose reel. All controls shall be located so that the equipment can be operated aboveground.

2. Hydraulically Propelled Cleaning Equipment: Hydraulically propelled cleaning equipment used shall be a movable dam type and be constructing in such a way that a portion of the dam may be collapsed instantly will not be considered as acceptable cleaning equipment. The movable dam shall be of equal diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure total removal of the grease or obstruction.

3. Mechanical Cleaning Equipment: Bucket machines shall be in pairs with each machine powered by a minimum of a 16 horsepower engine to insure sufficient pulling power. Each machine shall be equipped with a two speed transmission and shall be able to pull at rates of 175 feet per minute in high speed. The belt clutch gear reduction shall be a combination of approximately 83 to 1 reduction in low speed and 55 to 1 in high speed. The power rodding machine shall be of a "continuous rod" type capable of holding a minimum of 750 feet of rod. The machine and rod shall be specially treated steel, designed for the purpose intended. The machine shall have a positive rod drive and product a 2,000 pound rod pull. To insure safe operation, the machine shall have a fully enclosed body and an automatic safety throw-out clutch or relief valve. The final pass shall be with a brush large enough to assure that the line has been cleaned sufficiently. This brush shall be mechanically driven, with the power mechanism properly sized. All electrical drops required by the contractor shall be arranged by the contractor. Lumberjack cutters, chain cutters/knockers, and porcupine cleaners shall be allowed when operated in accordance with manufacturer recommendations.

4. Capture and Removal of Debris: The contractor shall furnish equipment standard in the industry for the purpose of preventing debris from being washed past the manhole downstream of the line segment being cleaned, and for removing the debris from the manhole.

5. Water Requirements: The Owner shall provide access to water via fire hydrants for cleaning, inversion and other work items requiring water. It shall be the

Contractor's responsibility to obtain the proper meter from the owner. All water used for any function of the work shall be metered. The Owner will not charge for the use of potable water but will retain money from the project to repair damaged meters or replace the meter if it is not promptly returned upon completion of the work. Only potable water shall be used for this work.

d. Execution:

1. General: It is the intent of these specifications to provide a basis by which a sanitary sewer line can be cleaned of all debris so that further work can be carried out. The designated sanitary sewer lines shall be cleaned using high velocity, hydraulically propelled or mechanically powered sewer cleaning equipment as specified. Selection of the equipment used shall be based on the conditions of the lines at the time the work commences. The equipment and methods selected shall be satisfactory to the Owner. Cleaning of sewer lines shall be accomplished by trapping and collecting all send, debris, grease and other materials, at the next manhole downstream of the line being cleaned and removal and proper disposal of said materials. The cleaning operations may also provide a means by which the sewer line can be threaded, i.e., a cable inserted in the line so that the television camera may be pulled through. Once a section of pipe has been televised and accepted as complete, no cleaning may occur to sections upstream.

2. Site Visit: The contractor shall be responsible for conducting a physical reconnaissance of the area to be cleaned in order to verify the location of known and /or accepted manholes.

   The contractor shall utilize magnetic locator to attempt to identify the location of buried manhole cover and notify the Owner representative so that Owner personnel can excavate it and bring it up to grade prior to cleaning. Under no circumstances shall the contractor excavate buried manholes without prior contractual authorization from the Owner.

e. Hydraulic Cleaning Methodology:

1. High Velocity Cleaning Methodology: High velocity hydro-cleaning shall consist of cleaning and flushing of the sewer line by means of water pumped into the line at a high velocity. This shall be accomplished using approved equipment to deliver water to a self-propelled nozzle to do the necessary cleaning and flushing. As many passes as necessary shall be made to sufficiently clean the sewer line. Satisfactory precautions shall be taken to protect the sewer line from damage that might be inflicted by the improper use of cleaning equipment.

2. Hydraulically Propelled Methodology: Whenever hydraulically propelled cleaning tools, which depend on water pressure to provide their cleaning force, or any tools

which retard the flow of water in the sewer line are used, precautions shall be taken to insure that the water does not cause damage of flooding to the public or private property being served by the manhole section involved.

3. Capture and Removal of Debris: When hydraulic cleaning equipment is used, a suitable weir or dam shall be construed in the downstream manhole in such a manner that both the solids and water shall be trapped. This trapped solution shall then be pumped, using a method approved by the Owner, from the manhole into a retention chamber above ground. The retention chamber shall contain not less than two baffles to insure complete settlement of the solids before returning the liquid to the sewer line.

f. Mechanical Cleaning Methodology:

1. Rodding: Cleaning shall be with a power-driven continuous steel rod of sufficient length and gauge with the proper cleaning heads or augers, so as to loosen all solids or other materials. It shall also provide a means to thread a cable for the power winch. Lumberjack cutters, chain cutters/knockers, and porcupine cleaners may be used, when appropriate, for pipe cleaning.
2. Bucket Machine: Removal of all solids, materials and other debris shall be by means of a clam-shell type bucket and/or other appliances dragged through the sewer line with power winches of suitable size and horsepower.
3. Supplemental Cleaning: After all material has been removed by mechanical cleaning, a minimum of one pass using hydraulic cleaning methods shall be performed to insure complete removal of material from the walls of the pipe. Any damage to pipes will be repaired.
4. Capture and Removal of Debris: When mechanical cleaning equipment is used, debris captured in the downstream manhole shall be removed in a manner approved by the Owner, or as described above.

g. Special Cleaning Requirements for Cast Iron Pipe: After cleaning pipe of normal sewage deposits such as sand and grease by methods above, the pipe shall be cleansed of tuberculation, including rust buildup and mineral deposits. Acceptable methods include lumberjack cutters, chain cutters/knockers, and porcupine cleaners. For pipe diameters greater than 24-inch, the contractor may choose any equipment necessary to remove the tuberculation, such as a “pig” or rodder; however, no equipment shall be used which may damage the pipe, manholes, street or downstream pump station. Where practical, the line shall be proofed by pulling a slip lining pulling head for the size of the pipe involved through the pipe to insure that no restrictions remain. The Contractor may choose a similar proofing device acceptable to CCUA.

h. Sanitary Sewer Manhole Modifications: Any modifications to manholes to facilitate cleaning shall be the contractor’s responsibility and shall be subject to acceptance of the Owner. Contractor shall salvage and reuse all manhole covers and rings that are removed

during sewer line and manhole rehabilitation.

i. Material Removal and Cleanup:

1. Material Removal: All sludge, dirt, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section will not be permitted. Under no circumstances will the contractor be allowed to accumulate debris, sand, etc., on the site of work beyond the time limit acceptable to the Owner, except in totally enclosed container, and only with the written acceptance of the Owner. All solids or semi-solids resulting from the cleaning operations shall be removed from the site and disposed of at a location approved by the Owner.

2. Root Removal: All roots shall be removed. Special attention shall be given during the cleaning operation to assure complete removal of roots from joints in lines and manholes. Procedures may include hydro-cleaning and the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters, lumberjacks, chain cutters/knockers and porcupines.

3. Degree of Cleaning: All dirt, debris, roots and other solid and liquid materials shall be removed from the sewer system to the extent that closed circuit television inspection can be performed. Light cleaning only, shall be conducted on all new sanitary sewer pipe. An Owner representative shall define the extent of the cleaning to be performed on existing pipes included within a given work order. The level of cleaning shall be defined as follows:

   3.1 Light Cleaning: The removal of ¼ diameter or less of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation.

4. Manhole Clean-up: Clean up operations shall consist of cleaning all debris out of the man hole and off the ground around the manhole. This material shall be collected at the downstream manhole and disposed of in a sanitary mater in a location acceptable to the Owner.

5. Debris Disposal: All debris removed from the sewer shall be disposed of properly by and at the expense of the contractor. Transportation of debris or other material by the contractor shall be done in vehicles or equipment which contain the debris or other material in such a manner to minimize objectionable odor and avoid the possibility of dripping, spilling, scattering, leaking or blowing. Should mishaps occur for any reason, the contractor shall be responsible for cleaning up any debris or other material to the satisfaction of the Owner or other authorities having jurisdiction. All vehicles transporting debris or other material shall not exceed the maximum allowable load limits of any road being used.

j. Restoration: The contractor shall be responsible for damage to public and private property which occurs as a direct result of the cleaning operations. The cost of restoring any damaged area to conditions prior to cleaning shall be borne by the contractor.

k. Additional Cleaning: Should subsequent video inspection of cleaned sewers reveal that additional cleaning is required, the contractor shall re-clean the line at no additional expense to the Owner. Any additional video inspection or re-set up of video equipment required due to re-cleaning shall be at no additional expense to the Owner.

E. PRE- AND POST-WORK INSPECTIONS:

Prior to commencement of any proposed CIPP work and prior to acceptance of any completed CIPP work the sanitary sewers shall be videoed under the direct supervision of an Owner representative. An Owner representative must be on site during the entire inspection procedure period. If video inspection is performed without an Owner representative present, the video will not be accepted by the Owner and must be re-done in the presence of an Owner representative. One (1) copy of the DVD video and associated video logs shall be submitted to the Owner prior to scheduling the pre-final. If defects or problems are observed on the video, contractor shall meet with Owner staff to determine the acceptable method of repair. All work involved with repair shall be at no cost to the Owner.

Television inspection is mandatory and required to be provided by the contractor on all sewer mains that CIPP work has been done through this contract. Only pan and tilt type cameras will be allowed. Two (2) copies each of the written report and USB drive or archive quality DVD video record of the inspection with audible description of run, direction, location and description of any defect or abnormality shall be provided to the Owner at the time of the inspection. This shall be a color video with good clarity. No black and white or poor quality videos will be accepted. Television inspection shall be scheduled a minimum of seventy-two (72) hours in advance and a Owner representative is required to be on-site during entire length of each television inspection otherwise, the television inspection will be deemed invalid. Prior to televised work, all lines shall be cleaned in accordance with Technical Specifications. Contractor shall use NASSCO standard coding for video, LACP coding protocols for laterals.

F. INSTALLATION OF CIPP

1. CIPP installation shall be in accordance with ASTM F1216, Section 7 or ASTM F1743, Section 6, with the following modifications:

    i. Resin impregnation – The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the potential loss of resin

during installation through cracks and irregularities in the original pipe wall, as applicable.

ii. Tube insertion – The wet out tube shall be positioned in the pipeline using either inversion or a pull-in method as defined within relevant ASTM standards previously stipulated. If pulled into place, a power winch or its equivalent should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

iii. Temperature gauges shall be placed between the tube and the host pipe's invert position to monitor the temperatures during the cure cycle.

iv. Curing shall be accomplished by utilizing hot water under hydrostatic pressure or steam pressure in accordance with the manufacturer's recommended cure schedule. A cool-down process shall be conducted that complies with the resin manufacturer's specification.

v. Reinstatement of branch connections: It is the intent of these specifications that branch connections to buildings be re-opened without excavation, utilizing a remotely controlled cutting device, monitored by CCTV. Unless otherwise directed by the Owner, all laterals will be reinstated. No additional payments will be made for excavations for the purpose of reopening connections.

G. MAINTENANCE OF TRAFFIC (MOT):

1. It shall be the responsibility of the contractor to furnish all traffic control as per Florida Department of Transportation (FDOT) specifications as outlines in the "Work Zone Traffic Control for Maintenance and Utility Operation" (latest edition) for all aspects of assigned work.

2. The contractor shall perform all construction activity so that access to businesses can be maintained during non-working hours. Prior to access blockage, written notice will be given to the blocked business/resident a minimum of forty-eight (48) hours in advance, either mailed or hand-delivered with a copy of each furnished to the property or business owner.

3. The contractor shall maintain at least one lane of vehicular traffic at all times. The contractor shall also provide safety barricades and flag persons as required to properly maintain traffic flow. All traffic maintenance requirements contained in the FDOT "*Manual on Traffic Control and Safety* Practices" (latest edition) shall be conformed with, and shall be considered to be part of these specifications. The contractor shall

prepare and submit a traffic maintenance plan for acceptance by the Owner prior to the start of work.

H. LOCATES: Contractor responsible for all utility locates.

I. ISOLATION AND BYPASS OPERATIONS:

a) Contractor shall be solely responsible for all isolation and bypass operations under all conditions. The contractor's objective of flow bypass and/or diversion pumping is to maintain an efficient and uninterrupted level of service to wastewater collection system users while maintenance of construction operations (including rehabilitation, repair or replacement) are facilitated on the segments being bypassed and/or from which flow is being diverted by:

1. Ensuring that bypass and diversion pumps are adequately fueled, lubricated and maintained.

2. Ensuring backup spare parts are expeditiously applied to the flow bypass and/or diversion pumping system in the event of component breakdown.

3. Ensure an emergency backup plan is smoothly implemented in the event of system failure.

4. Preventing backup, spillage, flooding or overflow onto streets, yards and unpaved areas or into building, adjacent ditches, storm sewers and water ways while flow bypass or diversion pumping takes place, and

5. Ensuring that installation, startup and subsequent disassembly of the flow bypass and diversion pumping system is smoothly transitioned.

6. Coordinating with Owner for modifying the operations plan, which may include temporary suspension of pump station operations or performing work during periods of low flow.

7. Tanker trucks, if necessary and only when approved by Owner, which will be the responsibility of the Contractor.

b) Flow bypass and diversion pumping shall be done in such a manner so as not to damage private or public property, or create a nuisance or public menace. The pumped sewage shall be in an enclosed hose or pipe that is adequately protected from traffic and shall be redirected into the wastewater collection system. After the work is complete, flow shall be returned to the sewer and all temporary equipment removed.

c) When pumps are operating, an experienced bypass/diversion pump maintenance operator/mechanic and/or deputy shall continuously be on site to monitor the operation of the entire bypass/diversion system. The operator/mechanic and/or deputy shall comprehensively, methodically and continuously:

1. Adjust pump speed as appropriate so as not to adversely impact upstream or downstream flow condition levels.

2. Check that the effectiveness and security of bulkheads, dams, diaphragms, plugs, valves, weirs and all other flow control devices are working effectively and according to plan.

3. Check the integrity of hoses and couplings along the entire bypass/diversion system.

4. Monitor lubrication levels and top off as necessary.

5. Facilitate minor repairs as required.

6. Report to Owner on problems arising.

d) The contractor shall be solely responsible for planning and executing sewer flow control, bypass and diversion pumping operations. The contractor shall be entirely liable for damages to private or public property that may result from his/her operation and for all cleanup, disinfection, damages, and resultant fines in the event of spillage, flooding or overflow.

e) In the event of accidental overflow or spillage, the contractor shall immediately stop the overflow and take action to clean up and disinfect the spillage. The Owner shall be notified immediately and in any event not less than twenty-four (24) hours following the occurrence.

Should fines be subsequently imposed as a direct result of the overflow or spillage and the contractor is deemed to be entirely responsible, the contractor shall pay such fines as are imposed by the authorities. The Owner shall pay no fine(s) where is it shown the contractor was entirely responsible for any overflow or spillage.

f) Once by-pass pumping is underway at any given site, work shall be completed as efficiently as possible without interruption.

J. WORK PRODUCT SUBMITTALS:

a) Bypass Pumping: Submittals for the by-pass pumping plan are to be submitted and accepted no less than two weeks prior to execution of the work. The contractor is not to mobilize prior to acceptance of the pumping plan.

b) Videotaping: Contractor is to submit one copy of video inspection prior to the start of work and after CIPP lining is completed for each project.

K. SITE RESTORATION:

1. The contractor shall restore the work site(s) on a daily basis where practical. All obstruction shall be cleared from roadways, sidewalks, bike paths and other public thoroughfares daily, to the largest extent possible. A public nuisance will not be created during restoration activities. All restoration activities are to be completed within a minimum of fourteen (14) calendar days of work being finished in a work area.

2. Site Restoration shall be performed in accordance with the following Sections:

- Section 02140 Dewatering
- Section 02221 Trenching, Backfilling and Compacting
- Section 02370 Erosion and Sediment Control
- Section 02750 Removing and Replacing Pavement
- Section 02767 Sanitary Sewer Service Lateral Rehabilitation
- Section 02936 Grassing, Seeding or Sodding.

L. WARRANTY:

a. Contractor warrants to Owner that all products and work provided by Contractor to Owner under this Agreement will be free from material defects in workmanship and materials for a period of five (5) years from the earlier of the date on which Contractor's work is accepted by Owner or the date on which the Contractor completes performance and leaves the worksite. In the event that a material defect in workmanship or materials supplied by Contractor is found during the five-year period following acceptance of the work, then such defect shall be repaired, replaced or adjusted by Contractor at no additional cost to Owner. Owner's exclusive remedy in the event of any warranty claim hereunder is limited to correction of such defect, adjustment, repair or replacement as the Contractor shall at its sole option elect. The foregoing warranty is the exclusive warranty provided by contractor and is given in lieu of all other warranties, whether express, implied or statutory, including but not limited to, any implied warranties of merchantability or fitness or suitability for a particular purpose or use; and all other warranties are hereby expressly disclaimed.

b. In no event shall Contractor's liability for warranties hereunder exceed the purchase price paid by the Owner for Contractor's work and materials.

c. The warranty set out above shall be void and of no effect in the event that (i) Contractor is not notified of claim of defect within the five year period provided above; (ii) Contractor is not provided timely and unrestricted access to the site at which the claimed defect is located in order to investigate and/or repair, adjust or replace the work or materials claimed to be defective or Contractor is not provided suitable working conditions to perform such investigation, repair, adjustment or replacement; (iii) any materials or work is exposed to chemicals or substances other than those listed in the Specifications to this Agreement as accepted by Contractor; (iv) site conditions or pipeline, conduit or access way conditions are other than those disclosed to and accepted by Contractor; (v) Owner's site, pipeline, conduit or access ways are cleaned or modified in a manner not disclosed in writing to and accepted in writing by Contractor in advance of commencement of Contractor's work or tampered with prior to, during or after completion of Contractor's work; or (vi) the work, the site at which the work is performed or the materials provided by Contractor are otherwise abused or misused.

END OF SECTION 02766

SECTION 02767

SANITARY SEWER SERVICE LATERAL REHABILITATION

PART 1 - GENERAL

A. SUMMARY

It is the intent of this portion of the specification to provide for the re-construction of 4-inch through 6-inch diameter service laterals and connections in 8" through 24" mainline pipes, normally without excavation, by the installation of a one-piece resin impregnated, flexible, non-woven felt tube installed into the existing lateral connection utilizing a pressure apparatus positioned in the mainline pipe. Curing shall be accomplished by use of ambient cure resin or other approved method to cure the resin into a hard impermeable cured-in-place pipe (CIPP) liner. When cured, the liner shall have a watertight connection seal at the mainline and extend over the length of the service lateral in a continuous one-piece structural pipe-within-a-pipe.

B. QUALIFICATIONS OF CONTRACTOR

The contractor or subcontractor performing the work of this section shall be employees of the company manufacturing the CIPP Lateral Lining system components, or shall be licensed by the system manufacturer. The Manufactured System must have a minimum of a five (5) year history of satisfactory performance with a minimum of 30,000 CIPP lateral installations. The contractor or subcontractor shall have a minimum of two (2) years of service continuous experience installing CIPP Lateral Lining in pipe of similar size, length and configuration as proposed in this project. In addition, the contractor or subcontractor shall have successfully installed 15,000 CIPP laterals in a wastewater collection system application. The onsite Superintendent must have installed over 5,000 CIPP laterals of like condition for this geographic area and have a minimum of 5 years of CIPP industry experience.

C. RELATED SECTIONS

a. Section 02140 - Dewatering
b. Section 02221 – Trenching, Backfilling and Compacting
c. Section 02370 – Erosion and Sedimentation Control
d. Section 02750 – Removing and Replacing Pavement
e. Section 02936 – Grassing, Seeding, or Sodding.

D. ACTIVITIES INCLUDED

a. Bypass pumping
b. Pipe cleaning

c. Closed circuit television (CCTV) inspection
d. Liner installation
e. Cleanout assembly installation
f. Site restoration.

E. REFERENCES

a. This specification references ASTM test methods which are made a part hereof by such reference and shall be the latest edition and revision thereof.
    i. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
    ii. ASTM F1743 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)
    iii. ASTM D5813 - Standard Specification for Cured In Place Thermosetting Resin Sewer Piping Systems.

F. SUBMITTALS

a. Product data
    i. Resin
        1. Long term test creep data confirming the resin system's 50-year design life in accordance with ASTM D2990.
        2. Chemical Resistance per ASTM F1216
        3. Certificate of Compliance with ASTM F1216
        4. Material Safety Data Sheets (MSDS)

    ii. Liner
        1. Certificate of Compliance in accordance with ASTM F1216
        2. Certificate of Compliance in accordance with ASTM F1743 for pull-in-place tubes.

b. CIPP wall thickness design calculations (for lateral liner) in accordance with ASTM F1216.

PART II - PRODUCTS

A. MATERIALS

a. GENERAL REQUIREMENTS:

    i. Tube and resin will meet the requirements of ASTM F1216, F1743 and D5813.

    ii. In industrial areas subject to possible flows other than domestic sewage, the Owner shall obtain samples of the dry weather sewage flow to be

analyzed for chemical content. This analysis shall be supplied to the Installer for his information.

b. CIPP LATERAL MATERIALS:

i. The liner shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit specified by the Owner. Allowance shall be made for circumferential stretching during insertion. The liner shall be a one piece joint-less polyester felt tube that will create a watertight seal at the mainline interface.

ii. The minimum length shall be 36 inches (3 feet) to effectively span the distance from the lateral connection at the main or to the desired termination location in the service lateral pipe. For the purpose of this specification, the termination point shall be a distance within 18 inches of the intersection of a cleanout or property line. Lateral lining will be accomplished without a cleanout when possible. In the event a cleanout is required to complete the lining of the lateral, the Contractor is responsible for including the costs associated with the installation of the cleanout in his bid price for lateral lining.

When required, an overlap method is performed with a pull-in-process installation from a cleanout or access point back to the main. In either case, the lateral liner must provide a watertight seal at the mainline and a structural repair of the lateral over the specified length. The Installer shall verify the lengths in the field before impregnation of the resin.

iii. Unless otherwise specified, the Installer shall furnish a specially designed, unsaturated, Polyester or Vinylester resin catalyst system compatible with the cured-in-place process that provides cured physical strengths specified herein.

c. PHYSICAL STRENGTH:

i. The structural performance of the finished pipe must be adequate to accommodate all anticipated loads throughout its design life. No cured-in-place pipe reconstruction technology will be allowed that requires bonding to the existing pipe for any part of its structural strength. Only resin vacuum impregnation will be allowed. If reinforcing materials (fiberglass, etc.) are used, the reinforcing material must be fully encapsulated within the resin to assure that the reinforcement is not exposed, either to the inside of the pipe or at the interface of the CIPP and the existing pipe.

ii. Design methods are to be derived from traditionally accepted pipe formulas for various loading parameters and modes of failure. All equations will be modified to include ovality as a design parameter. The

design method shall be submitted to the Engineer for approval prior to the pre-bid conference.

iii. The CIPP lateral pipe shall conform to the minimum structural standards as listed below:

PROPERTY	ASTM	RESULTS
Flexural Stress	ASTM D790	4,500 psi
Flexural Modulus	ASTM D790	250,000 psi

B. APPROVED MANUFACTURERS/PRODUCTS:

a. BLD "Service Connection Seal + Lateral" of BLD Services, LLC
b. or pre-approved equal.
c. Cleanout assemblies in accordance with Exhibits 1 and 2 included at the end of this section.

PART III - EXECUTION

A. INSTALLATION PREPARATIONS:

a. Access – If the Contractor requires access through a cleanout or access pit to complete the lateral lining, the costs associated with the cleanout or access pit will be the responsibility of the Contractor and must be included within the Lateral CIPP Lining bid item. If a cleanout already exists or is required by the Owner, it shall be constructed of materials which provide a four inch (4") minimum diameter circular opening, if service lateral is six inch (6") than a six inch minimum diameter opening is required.

b. Safety – The Installer shall carry out his operations in strict accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving entering confined spaces.

c. Cleaning of Sewer Line – The intent of this specification is for cleaning of the lateral to be accomplished from the mainline pipes via lateral launching equipment. If the lateral cannot be cleaned using industry standard cleaning heads that can be launched from the mainline then a cleanout will be required and considered changed conditions. The laterals shall be cleaned a sufficient length to ensure the specified length of sewer is ready for lining. It shall be the responsibility of the Installer to verify, prior to installation, that all internal debris has been removed from the sewer line. Internal debris consists of broken pipe sections, roots, loose gravel, etc.

d. Installation of Cleanout – If required by field conditions, a cleanout will be installed in accordance with Exhibit 1 and Exhibit 2 at the end of this section.

e. Inspection of Pipelines – It is the intent of this specification for inspection of

the lateral to be accomplished from the mainline pipes via lateral launching equipment. If the lateral cannot be inspected using industry standard inspection equipment that can be launched from the mainline then a cleanout will be required and considered changed conditions. Inspection of pipelines shall be performed by experienced personnel trained in locating breaks and obstacles by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the lateral liner into the pipelines, and it shall be noted so that these conditions can be corrected. A USB drive or archive quality DVD and suitable log shall be kept for later reference by the Owner. Contractor shall use NASSCO standard coding for video, LACP coding protocols for laterals.

f. Bypassing Sewage – The Installer, when required, shall provide for the flow of sewage around the section or sections of mainline pipe where the service lateral designated for lining is located. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. It is assumed that flows in the lateral specified for lining will not require bypass pumping.

g. It is required that the service lateral be inactive during the time of installation. This is normally accomplished by turning off the homeowner's services or requesting that the homeowner relinquish using their services during the period of installation. Notification will be distributed to impacted residents 24 hours in advance of the lateral liner installation.

h. Line Obstructions – If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, as in solids, dropped joints or collapsed pipe then the Installer shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be accepted in writing by the Owner's representative prior to the commencement of the work and shall be considered as a separate pay item.

i. In the case of lined mainline pipes, the lateral connection specified for rehabilitation shall be reinstated to 100% of its original size to accept the CIPP lateral.

B. INSTALLATION OF LATERAL LINING

a. The Installer shall designate a location where the liner will be vacuum impregnated prior to installation. The Installer shall allow the Owner to inspect the materials and "wet-out" procedure. A catalyst system compatible with the resin and liner shall be used.

b. The wet-out liner shall be loaded inside a pressure apparatus above ground and

utilizing a hydrophilic sealant (or equivalent) on the backside of the connection to enhance a watertight seal. Also, a two-part 100% solid epoxy (reference ASTM C-881) or a Silicate Resin shall be applied to the lateral interface to enhance adhesion against the host pipe. The pressure apparatus, with an end attached to a robotic device, shall be winched through the mainline pipe to the service connection. The robotic device, together with a television camera, will be used to position the pressure apparatus' inversion elbow at the service connection opening. Air pressure, supplied to the pressure apparatus through an inversion hose, shall be used to invert the wet-out liner through the lateral pipe to the cleanout/access point or "Right of Way" point. The inversion head will be adjusted to be of sufficient pressure to cause the impregnated liner to invert completely in the lateral pipe and hold the tube tight to the pipe wall. Care shall be taken during the curing process so as not to overstress the tube.

c. Curing – In most circumstances, an accelerated ambient-temperature curing resin system will be utilized, however if a heat cure is required, the Installer shall supply a suitable heat source and recirculation equipment. The equipment shall be capable of delivering the approved heating medium throughout the section to the temperature required to affect a cure of the resin. This temperature shall be determined by the resin/catalyst system employed.

d. If a heat cure is required, the heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing air/steam or water supply. Fluid temperature in the line during the cure period shall be recommended by the resin manufacturer. **NOTE: No UV cure systems will be allowed.**

e. Initial cure shall be deemed to be completed when inspection of the exposed portions of the CIPP appears to be hard and sound and/or the temperature gauge indicates that the temperature is of a magnitude to realize an exotherm. The cure period shall be of a duration recommended by the resin manufacturer, as modified for the installation process.

f. Cool-down – The Installer shall cool the hardened CIPP to a temperature below 100°F before relieving the pressure in the pressure apparatus. Cool-down may be accomplished by the introduction of cool air into the pressure apparatus to replace water being forced out of the pressure apparatus. Care shall be taken to maintain proper pressure throughout the cure and cool-down period.

g. Finish – The finished CIPP shall be a watertight connection seal at the mainline and extend continuous over the entire length of the service lateral and be free of dry spots, lifts, and delamination. This continuous one piece structural pipe-within-a-pipe shall not inhibit the closed circuit television post video inspection of the mainline or service lateral pipes.

h. Testing – For every 50 laterals, one flat plate sample shall be taken and sent to a 3rd party test laboratory for confirmation of short term flexural modulus and strength properties in accordance with ASTM F1216. The test results shall meet or exceed the values used in the design of the CIPP lateral liner.

i. During the warranty period, any defects which will affect the integrity or strength of the CIPP liner shall be repaired at the Installer's expense in a manner mutually agreed upon by the Owner and the Installer.

j. After the work is completed, the Installer will provide the Owner with a USB or archive quality DVD showing the completed work including the restored conditions. Contractor shall use NASSCO standard coding for video, LACP coding protocols for laterals.

C. SITE RESTORATION

a. Upon acceptance of the installation work, the Installer shall reinstate the project area affected by his operations.

b. Site Restoration shall be in accordance with the following related specifications:

i. Section 02140 - Dewatering
ii. Section 02221 – Trenching, Backfilling and Compacting
iii. Section 02370 – Erosion and Sedimentation Control
iv. Section 02750 – Removing and Replacing Pavement
v. Section 02936 – Grassing, Seeding, or Sodding.

D. MEASUREMENT and PAYMENT:

a. Measurement for the work for the Lateral CIPP Lining included in this section will be in accordance with the units set forth in the proposal. Unit prices shall include all labor, materials and equipment required to complete the work as specified. The unit prices shall also include mobilization (except for emergency response), demobilization, CCTV prior to and after lining, lateral cleaning, and bypass pumping of mainline flow.

b. Measurement for installation of a cleanout will be per cleanout and will include all labor and materials to install the cleanout.

c. Measurement for Site Restoration work will be measured as set forth in the applicable related site restoration specifications listed above.

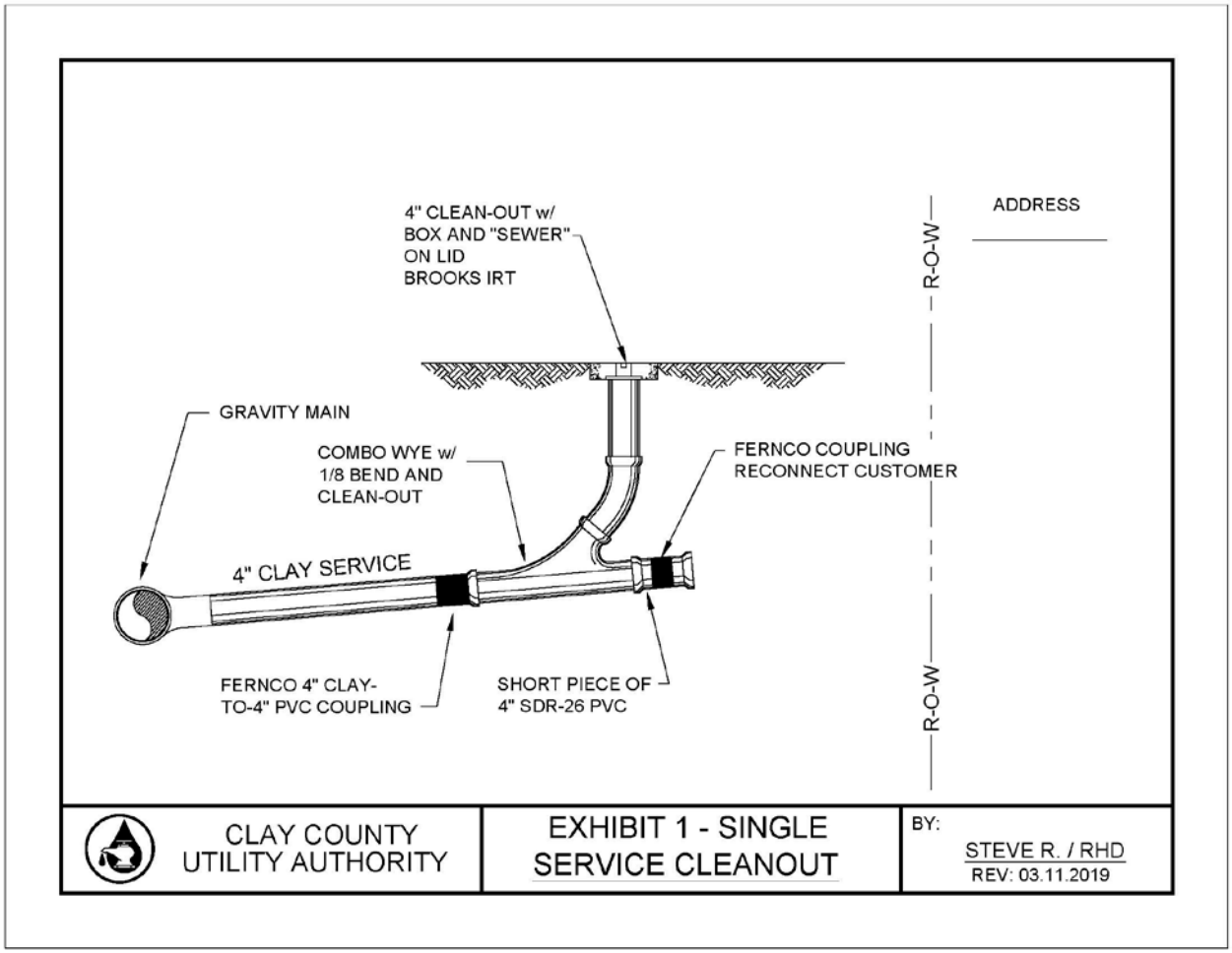
d. Payment for the work included in this section will be in accordance with the prices set forth in the proposal for the quantity of work performed. Progress payments will be made monthly based on the work performed during that period.

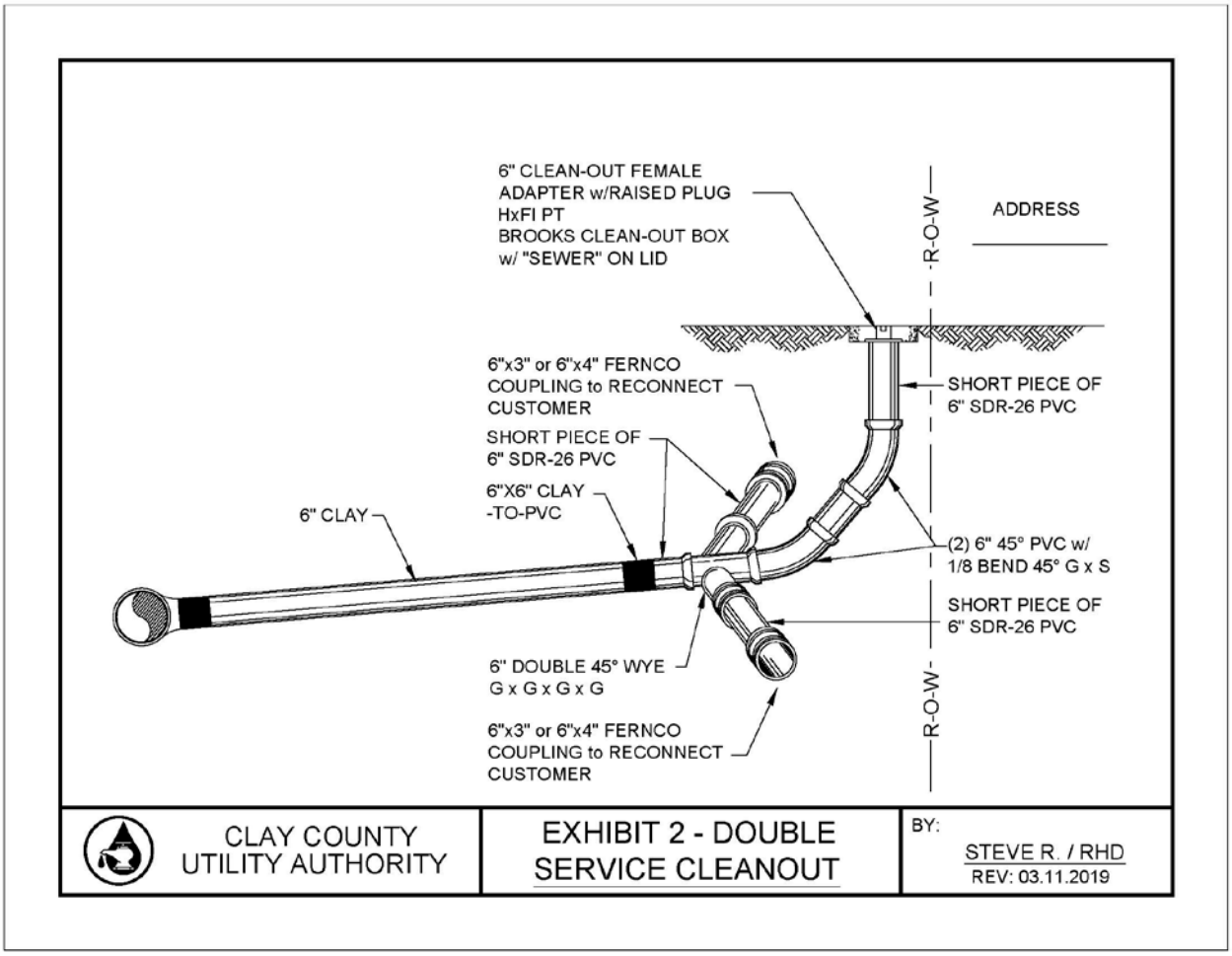
E. WARRANTY:

a. Contractor warrants to Owner that all products and work provided by Contractor to Owner under this Agreement will be free from material defects in workmanship and materials for a period of five (5) years from the earlier of the date on which Contractor's work is accepted by Owner or the date on which the Contractor completes performance and leaves the worksite. In the event that a material defect in workmanship or materials supplied by Contractor is found during the five year period following acceptance of the work, then such defect shall be repaired, replaced or adjusted by Contractor at no additional cost to Owner. Owner's exclusive remedy in the event of any warranty claim hereunder is limited to correction of such defect, adjustment, repair or replacement as the Contractor shall at its sole option elect. The foregoing warranty is the exclusive warranty provided by contractor and is given in lieu of all other warranties, whether express, implied or statutory, including but not limited to, any implied warranties of merchantability or fitness or suitability for a particular purpose or use; and all other warranties are hereby expressly disclaimed.

b. In no event shall Contractor's liability for warranties hereunder exceed the purchase price paid by the Owner for Contractor's work and materials.

c. The warranty set out above shall be void and of no effect in the event that (i) Contractor is not notified of claim of defect within the five year period provided above; (ii) Contractor is not provided timely and unrestricted access to the site at which the claimed defect is located in order to investigate and/or repair, adjust or replace the work or materials claimed to be defective or Contractor is not provided suitable working conditions to perform such investigation, repair, adjustment or replacement; (iii) any materials or work is exposed to chemicals or substances other than those listed in the Specifications to this Agreement as accepted by Contractor; (iv) site conditions or pipeline, conduit or access way conditions are other than those disclosed to and accepted by Contractor; (v) Owner's site, pipeline, conduit or access ways are cleaned or modified in a manner not disclosed in writing to and accepted in writing by Contractor in advance of commencement of Contractor's work or tampered with prior to, during or after completion of Contractor's work; or (vi) the work, the site at which the work is performed or the materials provided by Contractor are otherwise abused or misused.


4" CLEAN-OUT w/
BOX AND "SEWER"
ON LID
BROOKS IRT
ADDRESS
R-O-W
GRAVITY MAIN
COMBO WYE w/
1/8 BEND AND
CLEAN-OUT
FERNCO COUPLING
RECONNECT CUSTOMER
4" CLAY SERVICE
FERNCO 4" CLAY-
TO-4" PVC COUPLING
SHORT PIECE OF
4" SDR-26 PVC
R-O-W
CLAY COUNTY
UTILITY AUTHORITY
EXHIBIT 1 - SINGLE
SERVICE CLEANOUT
BY:
STEVE R. / RHD
REV: 03.11.2019


6" CLEAN-OUT FEMALE
ADAPTER w/RAISED PLUG
HxFI PT
BROOKS CLEAN-OUT BOX
w/ "SEWER" ON LID
R-O-W
ADDRESS
6"x3" or 6"x4" FERNCO
COUPLING to RECONNECT
CUSTOMER
SHORT PIECE OF
6" SDR-26 PVC
SHORT PIECE OF
6" SDR-26 PVC
6"X6" CLAY
-TO-PVC
6" CLAY
(2) 6" 45° PVC w/
1/8 BEND 45° G x S
SHORT PIECE OF
6" SDR-26 PVC
6" DOUBLE 45° WYE
G x G x G x G
6"x3" or 6"x4" FERNCO
COUPLING to RECONNECT
CUSTOMER
R-O-W
CLAY COUNTY
UTILITY AUTHORITY
EXHIBIT 2 - DOUBLE
SERVICE CLEANOUT
BY:
STEVE R. / RHD
REV: 03.11.2019

END OF SECTION

SECTION 02768

MANHOLE AND LIFT STATION WETWELL REHABILITATION

PART I – GENERAL

A. SCOPE OF WORK:

The Work involves supplying all labor, materials and equipment for repairing, adjusting, modifying, or installing a specialty coating or lining for the interior surfaces of manholes and lift station wet wells, at a minimum. The Contractor shall furnish, install, and test the structures coatings as specified herein. All references to Industry Standards (ASTM, ANSI, etc.) shall be the latest revision unless otherwise stated. Only those materials specified herein or included in the Clay County Utility Authority (CCUA) Approved Materials Manual shall be installed.

C. WORKMANSHIP:

All work shall be proved to be in first class condition and constructed in accordance with the drawings and specifications. All defects disclosed by tests and inspection shall be remedied immediately by the Contractor at no expense to the Owner.

D. COVERAGE:

The lining/coating shall cover all concrete surfaces within the wet well or manhole including the adjustment ring area.

E. PROJECT SCHEDULE AND COOPERATION:

The project schedule shall be established on the basis of working a normal work schedule including five days per week, single shift, eight hours per day. Unless approved otherwise by the Owner, normal general items of work, such as TV inspections, liner installation, density testing and final inspections, shall be scheduled during the normal work schedule. Due to operations and manpower limitation CCUA will require the contractor to perform work outside of the normal work schedule. These operational and manpower limitation, including but not limited to, tie-in work (cut-in work or other tie-in work) and other phases of the work which may impact the continued (non-interruptible) service to existing CCUA's customers. The contractor shall plan and anticipate the cost impact of these system limitations and provide such work or services at no additional cost to the Owner.

F. SHOP DRAWING SUBMITTALS:

Actual catalog data brochures and descriptive literature will not be required for items of standard usage included in CCUA's Approve Materials Manual. Any specialty item not shown in this manual will require a complete shop drawing submittal. The Owner may at

any time require the Contractor to provide a complete detailed shop drawing submittal for any material which, in the Owner's opinion, may not be in compliance with the CCUA Standards.

G. WARRANTY:

The liner manufacturer shall warrant the liner against defects for at least ten (10) years after the date of acceptance by CCUA. Defects are defined as cracking, delamination or leaking. The warranty shall require the manufacturer to supply all necessary labor, materials, and equipment to repair defects to the satisfaction of CCUA. The Contractor and/or manufacturer shall not make any exemption or exception to the above stated conditions or warranty.

PART II – PRODUCTS

A. INTERIOR MANHOLE/LIFT STATION WETWELL COATING

1. GENERAL:

The work shall include the furnishing and installation of an interior protective coating system including all necessary labor, materials, equipment and tools as required for a complete installation. This liner material shall provide a corrosion resistant liner to prevent any deterioration of concrete surfaces from hydrogen sulfide.

2. PROPERTIES:

The lining system to be utilized shall be 100% calcium aluminate cement with 100% calcium aluminate aggregate and with the following minimum performance parameters:

PARAMETER	12 HRS	24 HRS	7 DAYS	28 DAYS
Compressive Strength, psi (ASTM C945)	>6000	>7000	>9000	>9000
Flexural Strength, psi (ASTM C293)	>1000	>1300	>1400	>1400
Shrinkage at 90% Humidity (ASTM C596)		>0.02	>0.04	>0.06
Freeze/Thaw after 300 Cycles (ASTM C666)	No Damage	No Damage	No Damage	No Damage
Tensile Strength (ASTM C900 modified)	200 – 300 psi Tensile Strength			
Air Void Content 7 Days (ASST. C457)	3%			
Specific Gravity/Absorption Test 7 Days (ASTM C642)	4-5%			

3. MATERIALS:

Mortar furnished under this specification shall be pre-packaged mortar, including all cement, aggregate, and any required admixtures or fibers. It is the intent of this specification that the Contractor only be required to add the proper amount of potable water so as to produce a mortar suitable for pneumatic application. Typical package weights shall not be less than 50 pounds. Coating shall be 100% calcium aluminate mortar such as Sewpercoat manufactured by Kerneos Inc, or Geocrete manufactured by Quadex, Inc., or CCUA pre-approved equal.

B. COATING/LINING REPAIR

Coating or lining repair for a wetwell or manhole will be performed with 100% calcium aluminate mortar such as Sewpercoat manufactured by Kerneos Inc, or Geocrete manufactured by Quadex, Inc., or CCUA pre-approved equal.

C. MANHOLE ADJUSTMENT

Materials for manhole adjustment shall be in accordance with CCUA Standard Materials for the following:

a. Adjustment rings
b. Cone or riser section
c. Manhole frame and cover
d. Invert replacement
e. Inside drop system.

D. STOP LEAK REPAIR

CCUA approved products for leak repair include Hyperform by Quadex, Quad-Plug™ by Quadex, Seal Guard II, Avanti AV 202 Multigrout, and Parson Seal-Tite. All other products must be pre-approved by CCUA before installation.

PART III – EXECUTION

A. CEMENTITIOUS BARRIER

1. INSTALLATION:

1.1 High pressure water or sand spray blasting equipment shall remove all deteriorated concrete, (minimum of 3500 psi), hard contaminants, localized micro-organisms and gas contaminants from the concrete walls, floor, ceiling, and other concrete structures. Final product shall be a cleaned, exposed and virgin

concrete aggregate ready for rehabilitation material. The blasting equipment shall be suited to completely remove deteriorated concrete and hard contaminants from the existing concrete surfaces. Containment unit to capture spent abrasive material shall be provided unless otherwise approved by the Owner.

1.2 After completion of surface preparation, blasting phase, perform the following seven point checklist, which is the inspection for:

1.2.1 Leaks
1.2.2 Cracks
1.2.3 Holes
1.2.4 Exposed Rebar
1.2.5 Ring and Cover Condition
1.2.6 Invert Condition
1.2.7 Inlet and Outlet Pipe Condition

1.3 After the defects in the structure have been identified, repair all leaks with a chemical or hydraulic sealant designed for use in field sealing of ground water. Severe cracks shall be repaired using a urethane based chemical sealant. Product to be utilized shall be as approved by the Owner prior to installation. Repairs to exposed rebar, defective pipe penetrations or inverts, etc. shall be repaired utilizing non-shrink grout or Owner approved alternate method.

1.4 Materials shall be sprayed applied by either a wet gunning (low pressure spray) or dry gunning (shotcrete) method and shall conform to the "Suggested Manufacturer Procedures" document as supplies by the manufacturer. The equipment shall be clean and free of any hydrated or unhydrated Portland Cement to prevent acceleration of SewperCoat. To ensure a good bond, the newly blasted surface shall be thoroughly moistened with water prior to application. The material shall be applied in one or more layers to such total thickness as required. A minimum of one-half inch shall be applied. After spraying, the material shall be brushed or trowel finished. A moist curing environment is typically activated by replacing the manhole lid cover. If not, a heavy application of curing compound shall be applied.

B. LEAK REPAIR

The work on some manholes/wetwells will include appling a dry quick-setting material designed to instantly stop running water or seepage. Installation of leak-stop materials shall be in accordance with manufacturer's recommendations and the following minimum specifications:

1. The area to be repaired must be clean and free of all debris per the guidelines set forth elsewhere in these specifications.
2. Once cleaned, prepare crack or hole by chipping out loose material.

3. Apply the dry quick-setting material to the active leak, per the manufacturer's recommendations.

C. MAINTENANCE OF TRAFFIC (MOT):

1. It shall be the responsibility of the contractor to furnish all traffic control as per Florida Department of Transportation (FDOT) specifications as outlines in the "Work Zone Traffic Control for Maintenance and Utility Operation" (latest edition) for all aspects of assigned work.

2. The contractor shall perform all construction activity so that access to businesses can be maintained during non-working hours. Prior to access blockage, written notice will be given to the blocked business/resident a minimum of forty-eight (48) hours in advance, either mailed or hand-delivered with a copy of each furnished to the property owner or business.

3. The contractor shall maintain at least one lane of vehicular traffic at all times. The contractor shall also provide safety barricades and flag persons as required to properly maintain traffic flow. All traffic maintenance requirements contained in the FDOT "*Manual on Traffic Control and Safety* Practices" (latest edition) shall be conformed with, and shall be considered to be part of these specifications. The contractor shall prepare and submit a traffic maintenance plan for acceptance by the Owner prior to the start of work.

D. CONSTRUCTION VIDEO AND PHOTOGRAPHS

Contractor is responsible for documenting pre-existing site conditions in accordance with Section 01320 Construction Video and Photographs.

E. BYPASS PUMPING

1. The Contractor is responsible for the setup, installation, operation and maintenance of bypass pumping operations as required.

2. The Contractor shall prepare and submit a bypass pumping plan for each work area. The plan should detail the sequence of manhole rehabilitation system installations, plug locations, suction manholes, discharge manholes, pump size and pump locations. The plans should include preferred lane closures, if necessary.

END OF SECTION

SECTION 02769

TREATMENT PLANT WETWELL REHABILITATION

PART I – GENERAL

A. DESCRIPTION

The work described within details a complete program for wastewater treatment plant wetwell rehabilitation and lining. This specification details the methods, procedures, materials and equipment required to produce "A Total Lining System for Wastewater Structures". The completed system will provide a corrosion resistant liner that restores the surface profile and eliminates water infiltration and exfiltration.

B. SCOPE OF WORK:

The Work involves supplying all labor, materials and equipment for installing a specialty coating or lining for the interior surfaces of wastewater treatment plant wetwells, at a minimum. The Contractor shall furnish, install, and test the structures coatings as specified herein. All references to Industry Standards (ASTM, ANSI, etc.) shall be the latest revision unless otherwise stated. Only those materials specified herein or included in the Clay County Utility Authority (CCUA) Approved Materials Manual shall be installed.

C. WORKMANSHIP:

All work shall be proved to be in first class condition and constructed in accordance with the drawings and specifications. All defects disclosed by tests and inspection shall be remedied immediately by the Contractor at no expense to the Owner.

E. PROJECT SCHEDULE AND COOPERATION:

The project schedule shall be established on the basis of working a normal work schedule including five days per week, single shift, eight hours per day. Unless approved otherwise by the Owner, normal general items of work, such as TV inspections, liner installation, density testing and final inspections, shall be scheduled during the normal work schedule. Due to operations and manpower limitation CCUA may require the contractor to perform work outside of the normal work schedule. These operational and manpower limitations, including but not limited to, tie-in work (cut-in work or other tie-in work) and other phases of the work which may impact the continued (non-interruptible) service to existing CCUA's customers. The contractor shall plan and anticipate the cost impact of these system limitations and provide such work or services at no additional cost to the Owner.

F. SUBMITTALS:

Actual catalog data brochures and descriptive literature will not be required for items of standard usage included in CCUA's Approve Materials Manual. Any specialty item not shown in this manual will require a complete shop drawing submittal. The Owner may at any time require the Contractor to provide a complete detailed shop drawing submittal for any material which, in the Owner's opinion, may not be in compliance with the CCUA Standards.

G. WARRANTY:

The liner manufacturer shall warrant the liner against defects for at least ten (10) years after the date of acceptance by CCUA. Defects are defined as cracking, delamination or leaking. The warranty shall require the manufacturer to supply all necessary labor, materials, and equipment to repair defects to the satisfaction of CCUA. The Contractor and/or manufacturer shall not make any exemption or exception to the above stated conditions or warranty.

PART II – PRODUCTS

A. Polyurethane/Modified Polymer Barrier

1. GENERAL:

The work shall include the furnishing and installation of an interior protective coating system including all the necessary materials, equipment and tools as required for a completed installation. Coating shall be SpectraShield as manufactured by CCI Spectrum, Inc., or CCUA pre-approved equal. The completed system shall provide a waterproof, corrosion resistant liner to prevent any deterioration of concrete surfaces from hydrogen sulfide and other corrosive gases/acids produced by wastewater and to prevent infiltration. To ensure total unit responsibility, all materials and installation thereof shall be furnished by, and coordinated with, one supplier/manufacturer.

2. MATERIALS AND EQUIPMENT:

2.1 The materials to be utilized in the lining of concrete structures shall be designed and manufactured to withstand the sever effects of hydrogen sulfide in a wastewater environment.

2.2 Abrasive blasting equipment should be suited to completed remove deteriorated concrete and hard contaminants from the existing concrete surfaces. Contaminant unit to capture spent abrasive materials shall be provided unless otherwise approved by the owner.

2.3 Equipment for installation of lining materials shall be high quality grade as

recommended by the manufacturer.

2.4 The lining system to be utilized shall be a multi-component stress panel liner system as described below:

2.4.1 Liner:

Installation	Liner
a. Moisture Barrier	Modified Polymer (Silicone modified polyurea)
b. Surfacer	Polyurethane/Polymeric Blend Foam
c. Final Corrosion Barrier	Modified Polymer (Silicone modified polyurea)

2.4.2 Moisture barrier: Modified polymer shall be sprayed, solvent-free, two-component polymeric, moisture/chemical barrier specifically developed for the corrosive environment of wastewater.

2.4.3 Surfacer: Polyurethane/polymeric blend foam shall be 100% CFC/HCFC free, low viscosity, two component, fire resistant, rigid structural filler.

2.4.4 Final Corrosion Barrier: Modified polymer shall be sprayed, solvent-free, two-component polymeric, moisture/chemical barrier specifically developed for the corrosive environment of wastewater.

2.4.5 Total thickness of multi-component stress panel liner shall be a minimum of 500 mils and shall sustain a 300 PSI pull test.

PART III – EXECUTION

A. SURFACE PREPARATION:

1. Abrasive blasting equipment shall remove all deteriorated concrete, hard contaminants, localized micro-organisms and gas contaminants from the concrete walls, floor, ceiling, and other concrete structures. Final product shall be cleaned, exposed and virgin concrete aggregate ready for rehabilitation material. Abrasive blasting equipment shall be suited to completely remove deteriorated concrete and hard contaminants from the existing concrete surfaces. Containment unit to capture spent abrasive material shall be provided unless otherwise approved by the Owner.

2. After completion of surface preparation, blasting phase, perform the seven-point checklist, which is the inspection for:

2.1 Leaks
2.2 Cracks
2.3 Holes
2.4 Exposed Rebar
2.5 Ring and Cover Condition
2.6 Invert Condition
2.7 Inlet and Outlet Pipe Condition

3. After the defects in the structure have been identified, repair all leaks with grout designed for use in field sealing of ground water. Severe cracks shall be repaired using urethane based chemical sealant. Product to be utilized shall be as approved by the Owner prior to installation. Repairs to exposed rebar, grout or Owner approved alternate method.

4. Prior to installation of final liner material, if required, re-blast the entire structure and remove all abrasive materials.

B. MATERIAL INSTALLATION:

1. The limits of the corrosion protection system shall be all exposed concrete surfaces including walls, tap sections, risers, etc., unless otherwise approved by the Owner.

2. Application of multi-component system shall be in strict accordance with the manufacturer's recommendations. Final installation shall be a minimum thickness of 500 mils. A permanent identification number and date of work performed shall be affixed to the structure in a readily visible location.

3. Provide final written report to Owner detailing the location, date of report, and description of repair or original installation.

4. Inspection and repairs: Final concrete structure corrosion protection system shall be completely free of pinholes or voids. Entire exposed concrete surface shall be protected with corrosion protection system. Liner thickness shall be the minimum thickness described above. All defects identified during inspection such as pinholes, low film millage, etc. shall be repaired with same material and to same thickness as required of original installation.

END OF SECTION

SECTION 02936

GRASSING, SEEDING OR SODDING

PART 1- GENERAL

1.1 Scope of Work

A. The work specified in this section consists of establishing a stand of grass within the areas called for and maintaining such areas until completion and final acceptance of the project. The methods specified herein are grassing by seeding and grassing by sodding.

1.3 Submittals

A. Seed mix: Manufacturer's warranted analysis for percentages of mixture, purity, and germination
B. Sod: State certification of origin and health of sod; sod supplier's recommended fertilizer application rates
C. Fertilizer: Manufacturer's literature and data describing NPK ratio and recommended application rates
D. Soil test results to determine fertilizer need.
E. Watering Plan
F. Mulch type.

PART 2 - PRODUCTS

2.1 Fertilizer

All fertilizer shall comply with state laws and regulations and shall be fully labeled at the time of delivery to the job site. For bidding purposes, the fertilizer shall be considered 10-10-10 which has a chemical analysis as follows:

Total nitrogen:	not less than 10%
Available phosphoric acid:	not less than 10%
Water-soluble potash:	not less than 10%.

Actual nutrients of fertilizer to be applied will be as determined by soil test results.

2.2 Seed Mixture

A. Seed Mixture
Unless other types of seed are called for, seed shall be selected to match in situ varieties and seasons variations free of weeds and pest. Seed which has become wet

or moldy shall not be used. Seed shall have a minimum active germination of 40 percent and a total germination of 85 percent.

B. Certification of Seed

All seed shall meet the requirements of the State Department of Agriculture and Consumer Services and all applicable state and local laws. The Contractor shall submit to the Owner a certification tag for each type of seed used prior to sowing of seed. The certification tag shall have the following information:

1. Grass Type and Variety

2. Percent of Inert Matter

3. Germination Percentage

4. Percent of Weed Seed.

2.3 Sod

Sod shall be St. Augustine Floratam, Argentine Bahia, Centipede, or Bermuda, selected to match in situ varieties. In FDOT right-of-way, Bermuda sod shall be used. Sod shall be well-matted with roots and be free of weeds and pests. Where sodding will adjoin or be in sufficiently close proximity to private lawns, sod shall match type and variety of the affected property owners and acceptable to the Owner.

A. The sod shall be taken up in commercial-size rectangles, or rolls. The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be live, fresh, and uninjured, at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be reasonably free of weeds and other grasses. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted. The sources of the sod may be inspected and acceptable to the Owner prior to being cut for use in the work. After approval, the area from which the sod is to be harvested shall be closely mowed and raked as necessary to remove excessive top growth and debris.

B. Aceptable devices, such as sod cutters, shall be used for cutting the sod and due care shall be exercised to retain the native root soil intact.

2.4 Mulch: The mulch shall consist of Milet, Rye, or Bahia straw. Other types of mulch may be used only when acceptable to the Owner.

PART 3 - EXECUTION

3.1 Preparation of Ground

Final grading and cleaning shall be completed prior to the preparation of ground for grassing. The areas to be grassed shall be scarified or loosened to a depth of at least six (6) inches. All areas shall be smooth and free of large clods, roots and other materials which may interfere with the work or future mowing and maintenance operation. No subsequent operations shall be commenced until the Owner has accepted the condition of prepared areas.

3.2 Fertilizing

Commercial fertilizer shall be spread uniformly over the area to be grassed by machine spreading at the rate recommended by manufacture, soil needs, and grassing. Immediately after the fertilizer is spread, it shall be raked and thoroughly mixed with the soil to a depth of approximately two inches.

3.3 Grassing by Seeding

When called for in the plans or special conditions, grass seed shall be furnished and placed in the areas to be grassed and maintained to assure a healthy stand of grass.

A. Placement of Seed

Seeding shall be done immediately after fertilizing, while the soil is still loose and moist. Four (4) foot wide sod strips shall be placed along and around edge of pavement, buildings, tanks, manholes, ditches, swales, and ponds prior to seeding. The seed shall be scattered uniformly over the area to be grassed by a mechanical hand spreader or other approved type of spreader. The rate of spreading shall as recommended by the supplier and sufficient for the establishment of permanent and total grass coverage unless otherwise designated.

B. Mulch

Immediately after completion of seeding, dry mulch shall be uniformly applied over the seeded area approximately two (2) inches, loose thickness. The mulch shall then be cut uniformly into the soil so as to produce a loose mulched thickness of three (3) to four (4) inches and rolled with a cultipacker, traffic roller or other suitable equipment. Mulch shall be suitable to promote the grown and establishment of the grass seed free of weeds or foreign material. After seeding and mulching is completed, the entire area shall be watered so as to provide optimum growth conditions for establishment of the grass.

3.3 Grassing by Sodding

When called for in the plans and special conditions, grass sod shall be furnished and placed in the areas to be grassed and shall be maintained to assure a healthy stand of grass.

A. Placement of Sod

Sod shall be incorporated into the project at the earliest practical time in the life of the contract. No sod which has been cut for more than 72 hours shall be used unless specifically authorized by the Owner after their careful inspection thereof. Any sod which is not planted within 24 hours after cutting shall be stacked in an aacceptable manner and maintained properly moistened.

1. Sodding shall not be performed when weather and soil conditions are, in the Owner's opinion, unsuitable for proper results.

2. The sod shall be placed on the prepared surface, with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools or rolled with approved rollers.

3. Where sodding is used in drainage ditches, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas the offsets of individual strips shall not exceed six (6) inches. In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces shall be tamped so as to produce a featheredge effect.

4. On areas where the sod may slide, due to height or slope, pegs driven through the sod blocks into firm earth, at suitable intervals shall be used and included in the contractors lump sum cost. Any pieces of sod which, after placing, show an appearance of extreme dryness shall be removed from the work at no extra cost to the Owner.

B. Certification of Sodding Materials

The Contractor shall comply with all current restrictions in regard to movement of sod, into or within areas which are outside of QUARANTINE BOUNDARIES for the white fringed beetle and the imported fire ant, as issued by the Division of Plant Industry, Florida Department of Agriculture and the Animal and Plant Health Inspection Service, United States Department of Agriculture. Prior to placement of sod, the Contractor shall submit to the Engineer a certification tag from each type of sod used stating the type and variety of sod and the date of cutting.

3.4 Watering of Grassed Areas

The grassed areas shall be watered for the duration of the contract so as to provide optimum growth conditions for the establishment of the grass at the Contractor's Expense. In no case, however, shall the period of maintaining such moisture be less than two weeks after planting. The water used may be obtained from an acceptable spring, pond, lake, stream or municipal water system. The water shall be free of excess and harmful chemicals, acids, alkalies, or any substance which might be harmful to plant growth or obnoxious to traffic. Salt water SHALL NOT be used. The Contractor shall make all arrangements for obtaining and transporting water to the job site.

3.5 Maintenance of Grassed Areas

The Contractor shall, at his expense, maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include the filling, leveling, and repairing of any washed or eroded areas, as may be necessary. The Owner, at any time, may require replanting of any areas in which the establishment of the grass stand does not appear to be developing satisfactorily. If a planted area must be replanted due to the Contractor's negligence, carelessness, disease, or failure to provide routine maintenance of such area, such replacement shall be at the Contractor's expense.

END OF SECTION

Legislation Details (With Text)

File #:	23-80	**Version:**	1	**Name:**	Approve a Multi-Year Piggyback agreement with PFM Financial Advisors, LLC,
Type:	Contract			**Status:**	Multi-Year Contract
File created:	1/27/2023			**In control:**	City Council
On agenda:	2/14/2023			**Final action:**	
Title:	Approve a Multi-Year Piggyback agreement with PFM Financial Advisors, LLC, Orlando, FL based on Contract No. 22-38BK with the City of Sarasota, FL. Authorize the City Manager to Execute Any Annual Renewal or Amendments. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PARTIALLY EXECUTED Standard Form for Piggyback Contract No. RFP-22-38BKv2.pdf fully executed PFM Financial Advisors 22-38BK.pdf Packet_for_Bid_22-38BK 08-10-22.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	January 27, 2023
Agenda Date:	February 14, 2023
Prepared By:	Brian Dale, Purchasing Manager
Through:	Rebecca Bowman, Finance Director

Requested Action:
Approve a Multi-Year Piggyback agreement with PFM Financial Advisors, LLC, Orlando, FL based on Contract No. 22-38BK with the City of Sarasota, FL. Authorize the City Manager to Execute Any Annual Renewal or Amendments.

BACKGROUND:

The City of Cocoa Finance Department is seeking to obtain a Financial Advisor to provide comprehensive financial advisory services related to bond issuances such as planning, feasibility studies, consulting, marketing, investment analysis and assistance with closings. The Financial Advisor will also assist with other non-debt offering areas of financial management as requested by the City.

The City of Sarasota awarded competitive solicitation 22-38BK to PFM Financial Advisors LLC effective January 1, 2023 through December 31, 2025 with the option to renew for two additional one -year periods. The solicitation allows for the awardee to extend the services offered to any and all local County, Public Educational Institutions, non-profits, in the State of Florida.

At this time, we are requesting approval to piggyback City of Sarasota Contract No. 22-38BK so that

PFM Financial Advisors may provide financial advisory services to the City on a time and expense basis with the hourly rates proposed in the agreement. PFM Financial Advisors may also be compensated for any bond issuances at the specified rates should the City issue debt. The piggyback agreement will be effective upon approval and valid through December 31, 2025. City staff is requesting authorization for the City Manager to execute renewals through December 31, 2027.

For bond issuances, budgetary impact will be determined based on the value of the debt proposed and budget will be provided at the time of issuance. For non-debt financial advisory services, budget will be provided as needed, based on the level of service requested and will be within the City Manager's signing authority.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	N/A

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve a Multi-Year Piggyback agreement with PFM Financial Advisors, LLC, Orlando, FL based on Contract No. 22-38BK with the City of Sarasota, FL. Authorize the City Manager to Execute Any Annual Renewal Amendments.

PIGGYBACK RIDER

CITY OF COCOA and PFM FINANCIAL ADVISORS

THIS "PIGGYBACK" RIDER AGREEMENT ("**Agreement**") is made and entered into this _____day of February, 2023 between the **CITY OF COCOA,** a Florida Municipal Corporation ("**City**") and **PFM FINANCIAL ADVISORS LLC**, a foreign limited liability company authorized to do business in the state of Florida with offices located at 200 S. Orange Ave., Suite 760, Orlando, FL 32801, (hereinafter referred to as the "**Vendor**"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Financial Operations Manual ("FOM") for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City may "piggyback" an existing government contract without obtaining formal or informal quotations, proposals, or bids. The parties agree that the Vendor has entered a contract with the **City of Sarasota, Florida**, and that said contract is identified as: **AGREEMENT FOR FINANCIAL ADVISOR SERVICES (RFP #22-38BK**) (the "**Original Government Contract**"), as entered into on October 25, 2022, for a term to run from January 1, 2023, through December 31, 2025, with the option for two (2) additional one (1) year periods.

2. The Original Government Contract, including all Contract Documents, Exhibits, and Attachments as defined in the Original Government Contract are incorporated herein by this reference. The Original Government Contract is attached hereto as **Exhibit "1."** The Bid Solicitation Packet for RFP #22-38BK ("RFP #22-38BK") is incorporated by reference and attached hereto as **Exhibit "2."** The Original Government Contract and RFP #22-38BK are fully binding on the parties except to the extent expressly modified herein.

3. Work assigned to the Vendor under this Agreement may include, but is not limited to, providing comprehensive financial advisory services as provided for in Exhibit "1," the Original Government Contract.

4. Notwithstanding the requirements that the Original Government Contract and RFP #22-38BK are fully binding on the parties, the parties have agreed to modify certain provisions of the Original Government Contract and RFP #22-38BK as applied to this Agreement between the Vendor and City of Cocoa, as follows:

a. Notwithstanding anything in Exhibits "1" or "2" to the contrary, the following terms shall be substituted throughout the Original Government Contract and RFP #22-38BK. "City of Sarasota" shall be substituted for "City of Cocoa." All references to the "City Manager" shall refer to the City Manager of the City of Cocoa.

b. **Exhibit "1" – Section 3. Payment** – Shall be amended to additionally provide that payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes. Further references to the City of Sarasota City Code and limits upon total compensation shall be stricken.

c. **Exhibit "1" - Section 4. Term** – Shall be amended to provide that the effective date of this agreement shall be the date that this Agreement is signed by both the City of Cocoa and PFM Financial Advisors LLC. The term of this Agreement shall begin on the effective date of signature and shall continue through December 31, 2025, with the option for up to two (2) additional one-year renewal terms upon the same terms and conditions as set forth herein.

   The City of Cocoa intends to utilize this Agreement for Fiscal Years 2023, 2024, and 2025. The cost of invoices submitted pursuant to this Agreement shall not exceed the budgeted amount. Any change orders to this amount must be approved by City Council.

   This Agreement is subject to the annual appropriations of funds by the City Council. The City has a right to terminate this Agreement for fiscal non-funding at no additional cost or liability to the City.

d. **Exhibit "1" – Section 11. Public Records** – is amended to provide that public record inquiries arising pursuant to this Agreement be directed to:

   City Records Technician
   65 Stone Street
   Cocoa, Florida 32922
   (321) 433-8480
   cdonnell@cocoafl.org

   Section 11 shall additionally provide: Upon request by the City, the VENDOR shall promptly supply copies of said Public Records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement

shall at any and all reasonable times during normal business hours of the VENDOR be open and freely exhibited to the City for the purpose of examination and/or audit. Failure by VENDOR to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the VENDOR fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to VENDOR's failure to comply with this Section, the City shall collect from VENDOR prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against VENDOR. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the VENDOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

e. **Exhibit "1" – Section 12. Employment Eligibility** – shall be amended to provide that:

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Vendor shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021.
Subcontractors:

i. Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
ii. Vendor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
iii. Vendor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

Failure to comply with this provision is a material breach of the Agreement and shall result in the immediate termination of the Agreement without penalty to the City. Vendor shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the

same services, any costs due to delay, and rebidding costs, if applicable.

f. **Exhibit "1" – Section 19. Attorney's Fees** – shall be struck and replaced in its entirety with the following:

In the event of any action arising under this Agreement, whether or not a lawsuit or other proceeding is filed, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees incurred in any way in connection with the matter, whether incurred before litigation, during litigation, during appeal, or in connection with enforcement of a judgment, including but not limited to, attorneys' and experts' fees. This shall include fees and costs incurred in litigating entitlement to attorney's fees and costs, as well as in determining or quantifying the amount of recoverable attorney's fees and costs. The reasonable costs shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. To the extent that any sections of the Original Government Contract which reference attorney and/or expert fees conflict with the above, this provision shall control.

g. **Exhibit "1" – Section 21. Notices** – is amended to provide that the Vendor shall address all notices provided pursuant to this Agreement Attn: City Manager, 65 Stone Street, Cocoa, Florida 32922, telephone number (321) 433-8633, facsimile number (321) 433-8608.

h. Notwithstanding anything in Exhibits "1" or "2" to the contrary, the venue for any action arising out of or relating to this Agreement shall lie in Brevard County, Florida, for state court actions and Orlando, Florida, for federal court actions. The laws of Florida shall control any dispute between the parties arising out of or related to this Agreement, the performance thereof or any products or services delivered pursuant to such contract. There shall be no arbitration with respect to any dispute resolution between the parties arising out of this Agreement. Dispute resolution shall take the form of voluntary and non- binding mediation, negotiation, or litigation. To the extent that any sections of

the Original Government Contract which reference venue conflict with the above, this provision shall control.

i. **Exhibit "B" of the Original Government Contract (Exhibit "1") – the RFP Pricing Form for RFP #22-38K Financial Advisor –** is amended as follows:

Item # 1 "Compensation on a fixed annual cost, payable monthly," is stricken. The City shall not compensate Vendor based upon a fixed annual fee as provided in Item #1.

Vendor shall be compensated for services rendered pursuant to this Agreement in accordance with the compensation methods provided in Item #2 and Item #3 of Exhibit "B" to the Original Government Contract. Vendor shall be compensated in accordance with the price schedule contained therein.

j. **Exhibit "2" – Section 29. Insurance** – shall be stricken and replaced with the following:

Liability Insurance
COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa, be named as an additional insured to the Vendor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Vendor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum

$1,000,000 property damage as the combined single limit for each occurrence to protect the Vendor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of hired and non-owned automobiles, including rented automobiles whether such operations be by the Vendor or by anyone directly or indirectly employed by the Vendor.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance in the amount of $3,000,000.00 per claim and in the aggregate with a deductible not greater than $200,000.00and submit proof of same in the form of a certificate of insurance before work is begun.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers’ compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the Vendor name the City of Cocoa as an additional insured on their Liability Insurance policies, except for Professional Liability and Workers Compensation and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Vendor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 14 days prior to any expiration date. The Vendor shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

k. **Exhibit "2" – Section 3. Order of Precedents** – shall be struck in its entirety and amended as follows:
If any conflict arises regarding this Agreement, the following order of precedents will apply:
    a. This Agreement (Rider);
    b. Any addenda, amendments, or revisions to, or renewals of, this Agreement;
    c. Any Task Orders or other Orders for service submitted pursuant to this Agreement;
    d. The City of Cocoa FOM;
    e. The Original Government Contract;
    f. RFP #22-38BK;
    g. The remainder of the Contract Documents as identified in the Original Government Contract.

To the extent that any sections of the Original Government Contract which reference order of controlling precedents/documents conflict with the above, this provision shall control.

l. **Exhibit "2" – Section 18. Delivery** – shall be amended to provide that time is of the essence with respect to Task Orders or other Orders for service submitted pursuant to this Agreement.

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused in the event of and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strike (except involving Vendor's labor force); extraordinary breakdown of or damage to City facilities; court injunction or order; federal and/or state law or regulation; or order by any other regulatory agency, provided that prompt notice of such delay is given by such party to the other and each of the parties hereto shall be diligent in attempting to remove such cause or causes. If any circumstance of force majeure as provided for herein remains in effect for thirty (30) days, either party may terminate the Agreement. Monetary damages shall not be awarded in the event of force majeure.

m. Nothing in this Agreement requires the City to issue any specific amount of Task Orders or other Orders for services, or any Task Orders or orders for services at all.

n. The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Consultant agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

o. This Agreement is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

p. Remaining provisions of the Original Government Contract (Exhibit "1") are fully

binding on the parties and shall represent a mutually agreed-upon understanding between the City of Cocoa and the Vendor.

IN WITNESS WHEREOF, authorized representatives of the City and Vendor have executed this Piggyback Rider to the Original Government Contract on the date below noted:

VENDOR:

PFM Financial Advisors LLC
Attn: James "Jay" Glover
200 S. Orange Avenue, Suite 760
Orlando, FL 32801
(407) 406-5760
gloverj@pfm.com

Entered this _____ day of _____, 2023.

CITY:

_____

City Mayor

Date: _____

PFM Financial Advisors LLC:

_____

Printed Name and Title: James W. Glover
Managing Director

Date: 1-26-23

ATTEST:

_____

City Clerk

DocuSign Envelope ID: FE67D135-3B0B-4179-8842-C2AE43BE1D7E

AGREEMENT FOR FINANCIAL ADVISOR SERVICES

THIS AGREEMENT FOR FINANCIAL ADVISOR SERVICES, made and entered into on 25 October 2022 by and between the CITY OF SARASOTA, FLORIDA, a municipal corporation, hereinafter referred to as "CITY," and PFM FINANCIAL ADVISORS LLC, a foreign limited liability company authorized to do business in the State of Florida, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H :

WHEREAS, CITY has publicly announced a Request for Proposal seeking a vendor to provide comprehensive financial advisory services to CITY on an as-needed basis pursuant to RFP #22-38BK; and

WHEREAS, CONTRACTOR has submitted a responsive proposal which has been accepted by CITY to provide CITY with said services; and

WHEREAS, CITY and CONTRACTOR have successfully negotiated the terms and conditions of this Agreement by which CONTRACTOR will provide comprehensive financial advisory services to CITY on an as-needed basis pursuant to RFP #22-38BK; and

WHEREAS, the City Manager, pursuant to Sarasota City Code Section 2-5(3) v., is authorized to administratively approve and execute this Agreement on behalf of CITY.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Definitions: The following terms have the meanings herein ascribed to them:

A. *City Manager* means the City Manager of the City of Sarasota, Florida, or his designee.

B. *Project Scope of Services* means the Scope of Services to be performed by CONTRACTOR pursuant to this Agreement. The Project Scope of Services includes all comprehensive financial advisory services necessary to assist CITY. A more specific description of the Project Scope of Services is set forth in the Project Description, and Scope of Work included within RFP #22-38BK with a copy of thereof being attached hereto and incorporated by reference herein as Exhibit A. CONTRACTOR covenants to provide all of the tasks and subtasks identified within Exhibit A. In the provision of the Project Scope of Services, CONTRACTOR further

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covenants to strictly comply with all of the terms and conditions of Request for Proposal No. 22-38BK, a copy of which is on file in the offices of the Financial Administration Purchasing Division of CITY and is deemed incorporated by reference into this Agreement. This includes, but is not limited to, the insurance and indemnification requirements set forth therein. In the event of any conflict between the terms set forth in the main body of this Agreement, its Exhibits and Request for Proposal No. 22-38BK, the terms and conditions set forth in the main body of this Agreement will control, followed by the terms and conditions set forth in Exhibit A, followed by the terms and conditions set forth in Exhibit B, followed by the terms and conditions set forth within Request for Proposal No. 22-38BK.

2. Project Scope of Services: CONTRACTOR will perform all of the tasks and subtasks identified within Exhibit A on an as-needed basis upon complete execution of this Agreement. The City Manager will notify CONTRACTOR when Project Scope of Services will be required. CONTRACTOR will diligently and timely perform the Project Scope of Services pursuant to a schedule approved, in advance, in writing, by the City Manager. The City Manager will determine the quantity of Project Scope of Services to be provided by CONTRACTOR. The City Manager will be entitled at all times to be advised, in writing, at his request, as to the status of the work being done by CONTRACTOR and the details thereof. If CONTRACTOR cannot satisfy any deadlines set forth in the project schedule, then CONTRACTOR must notify the City Manager in writing at least seven (7) days prior to such deadline of the reason for delay.

3. Payment: CITY agrees to pay CONTRACTOR for the Project Scope of Services based upon the fees set forth in the RFP Pricing Form submitted by CONTRACTOR in response to Request for Proposal No. 22-38BK. A photocopy of said RFP Pricing Form is attached hereto and incorporated by reference herein as Exhibit B. Exhibit B will be used to determine the unit prices to be paid CONTRACTOR for the Project Scope of Services provided by CONTRACTOR to

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CITY. The fees set forth in this Section 3 include any and all reimbursable expenses and costs incurred in retaining subcontractors or any other costs incurred in performing the Project Scope of Services. This payment amount includes any costs of CONTRACTOR for administration, supervision, mobilization, subcontractors, subconsultants and any and all other costs related to the Project Scope of Services. No amount of compensation, unless authorized by this Section 3, will be due and payable from CITY to CONTRACTOR. As required by Section 2-5(3) v., Sarasota City Code, the parties hereby covenant that the total compensation to be paid by CITY to CONTRACTOR during the entire term of this Agreement, as may be extended, will not exceed Two Hundred Thousand Dollars ($200,000.00). This Agreement will require the approval of the City Commission of CITY as a condition precedent to any financial liability of CITY which exceeds Two Hundred Thousand Dollars ($200,000.00) during the entire term of this Agreement.

4. Term: The term of this Agreement will commence on January 1, 2023 and will expire at 11:59 p.m. on December 31, 2025. This Agreement may be renewed for up to two additional one-year periods upon the mutual agreement of the parties. The Year 1 rates identified in Exhibit B will become effective on January 1, 2023. The Year 2 rates will become effective on January 1, 2024. The Year 3 rates will become effective on January 1, 2025.

5. Termination Without Default: The City Manager has the right at any time upon thirty (30) days written notice to CONTRACTOR to terminate the services of CONTRACTOR hereunder for any reason whatsoever. In the event of such termination, CITY will be responsible to CONTRACTOR only for the fees and compensation earned by CONTRACTOR prior to the effective date of said termination. In no event will CITY be responsible for lost profits of CONTRACTOR or any asserted damages which may arise out of an alleged premature termination of this Agreement. CONTRACTOR acknowledges that the thirty (30) days notice provision set

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forth in this Section 5 is adequate additional consideration supporting this Termination for Convenience clause.

6. Assignment: CONTRACTOR cannot assign, sell, or transfer any interest in this Agreement without the prior written consent of the City Manager.

7. CITY'S Responsibility**:** The CITY will furnish CONTRACTOR with all existing data, plans and other information available and useful in connection with the specific assignments and now on file in the CITY, all of which will be and remain the property of the CITY and will be returned to the CITY upon completion of the services to be performed by CONTRACTOR.

8. CITY'S Designated Representative**:** The City Manager will represent CITY in all technical matters pertaining to and arising from the work and performance of this Agreement and these responsibilities shall include:

A. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by CONTRACTOR and rendering, in writing, decisions pertaining thereto in a timely manner.

B. Transmission of instructions, receipt of information, interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the Project Scope of Services.

C. Giving of prompt notice to CONTRACTOR whenever the CITY observes or otherwise becomes aware of any defects or changes necessary in the Project Scope of Services. All review meetings relating to the Project Scope of Services as required by CITY must be held at a location to be designated by the City Manager.

9. Project Team: It is acknowledged by CITY and CONTRACTOR that a substantial consideration given by CITY in the awarding of this Agreement to CONTRACTOR is the experience of the Project Team proposed by CONTRACTOR to perform the Project Scope of

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Services. Therefore, it is agreed by CONTRACTOR and CITY that CONTRACTOR'S representatives referred to in Tab III, Key Personnel of CONTRACTOR'S response to RFP #22-38BK must represent the Project Team to provide the services of CONTRACTOR pursuant to this Agreement. No change will be made in the composition of the Project Team by CONTRACTOR without the prior written approval of the City Manager.

10. Compliance with Applicable Law: This Agreement is governed by the laws of the State of Florida. CONTRACTOR covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive.

11. Public Records**:** As required by Section 119.0701, Florida Statutes, CONTRACTOR hereby specifically covenants to comply with the public records laws of the State of Florida. CONTRACTOR specifically covenants to:

(a) Keep and maintain public records required by CITY in order to perform the Project Scope of Services.

(b) Upon request from CITY, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to CITY.

(d) Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the Project Scope of Services. If CONTRACTOR transfers all public records to CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for maintaining public records. All records stored electronically must be provided to CITY upon request

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from CITY in a format that is compatible with the information technology systems of CITY.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

SHAYLA GRIGGS, CITY AUDITOR AND CLERK
SHAYLA.GRIGGS@SARASOTAFL.GOV
(941) 263-6385
1565 FIRST STREET
SARASOTA, FL 34236

CONTRACTOR acknowledges that, pursuant to Section 119.0701(3)(b), Florida Statutes, if CONTRACTOR fails to comply with CITY'S request for public records, CITY shall enforce the contract provisions in accordance with the contract. CONTRACTOR acknowledges the relief available to CITY includes, but is not limited to, an action for specific performance.

12. Employment Eligibility: By entering into this Agreement, CONTRACTOR becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, entitled "Employment eligibility." This obligation includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Failure to comply with this Section 12 will result in termination of this Agreement. If a subcontractor knowingly violates Section 448.095, Florida Statutes, the subcontractor must be immediately terminated by CONTRACTOR. Pursuant to Section 448.095, Florida Statutes, any legal challenge to termination must be filed in the Circuit Court of Sarasota County no later than twenty (20) calendar days after the date of termination. If this Agreement is terminated because CONTRACTOR violated Section 448.095, Florida Statutes,

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CONTRACTOR cannot be awarded a public contract for a period of one (1) year after the date of said termination.

13. Disclaimer of Joint Venture: CONTRACTOR and CITY warrant and represent by the execution of this Agreement it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or undertaking between CITY and CONTRACTOR. CONTRACTOR is solely responsible for the conduct of all activities and services provided by CONTRACTOR as part of its business operations. While engaged in carrying out and complying with the terms of this Agreement, CONTRACTOR is an independent contractor and not an officer or employee of CITY. CONTRACTOR will not at any time or in any manner represent that it or any of its agents or employees are employees of CITY.

14. Right of Inspection: The City Manager has the right at all reasonable times during the term of this Agreement to inspect or otherwise evaluate the work being performed hereunder and the premises in which it is being performed.

15. Changes in Scope of Work**:** The City Manager may, from time to time, request changes in the Project Scope of Services of CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation, will not be binding unless mutually agreed upon by and between CITY and CONTRACTOR and incorporated in written amendments to this Agreement. It is further understood that CONTRACTOR will not perform services or incur costs related to any such changes in scope without said written amendments.

16. Remedies - Cumulative: All remedies conferred to CITY are cumulative and no one exclusive of the other, or any other remedy conferred by law.

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17. Waiver: The failure of CITY to take any action with respect to any breach of any term, covenant, or condition contained herein, or any instance of default hereunder by CONTRACTOR, will not be deemed to be a waiver of any default or breach by CITY.

18. Entire Agreement: This Agreement, including Request for Proposal No. 22-38BK on file in the offices of Financial Administration Purchasing Division of CITY, constitutes the entire agreement between the parties. All amendments to this Agreement will be ineffective unless reduced to writing as a formal amendment to this Agreement and executed by CITY and CONTRACTOR.

19. Attorney's Fees: Should it be necessary for either party to bring any action against the other alleging a breach of this Agreement or seeking to enforce any of the covenants, provisions, or conditions of this Agreement, the non-prevailing party hereby agrees to pay all costs attendant thereto, including reasonable attorney's fees to the attorney representing prevailing party, and said obligation applies to declaratory relief, if necessary, to interpret any of the terms hereof.

20. Public Entity Crimes: Prior to entering into this Agreement, CONTRACTOR shall file a sworn statement with the Purchasing Manager of CITY, as required by §287.133, Florida Statutes.

21. Notices: Notices and other correspondence required by this Agreement must be sent by certified mail, return receipt requested, to the respective parties at the following addresses:

City of Sarasota
Attention: City Manager
1565 First Street
Sarasota, Florida 34236

PFM Financial Advisors LLC
200 South Orange Avenue
Suite 760
Orlando, Florida 32801
Attn: James "Jay" Glover, Managing Director

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22. Registered Municipal Advisor; Required Disclosures: CONTRACTOR is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If CITY has designated CONTRACTOR as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any agreed upon limitations. Verification of independence (as is required under the IRMA exemption) shall be the responsibility of such third party seeking to rely on such IRMA exemption. CONTRACTOR shall have the right to review and approve in advance any representation of CONTRACTOR's role as IRMA to CITY.

MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in CONTRACTOR's Disclosure Statement delivered to CITY prior to or together with this Agreement.

23. Information to be Furnished to CONTRACTOR: All information, data, reports, and records in the possession of CITY or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to CONTRACTOR. CONTRACTOR may rely on the Data in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy and completeness of such Data.

24. Affiliate Services: Upon the request of CITY, an affiliate of CONTRACTOR or a third party referred or otherwise introduced by CONTRACTOR may agree to additional services to be provided by such affiliate or third party, by a separate writing, including separate scope and compensation, between CITY and such affiliate or third party. For the sake of clarity, any separate

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agreement between CITY and an affiliate of CONTRACTOR or any third party referred or introduced by CONTRACTOR shall not in any way be deemed an amendment or modification of this Agreement.

IN WITNESS WHEREOF this Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

DATED on 25 October 2022 by the **City of Sarasota, Florida**.

DATED on 25 October 2022 by **PFM Financial Advisors LLC.**

STAFF REVIEW

By: DocuSigned by: Carlos Marmolejos 2DCA89E6D78342B...
Carlos Marmolejos

CITY OF SARASOTA, FLORIDA

By: DocuSigned by: Marlon Brown A23821B8C202422...
Marlon Brown
City Manager

PFM FINANCIAL ADVISORS, LLC

By: DocuSigned by: James Glover 54EF5F1FEAEF444...
James "Jay" Glover
Managing Director

PROJECT DESCRIPTION, AND SCOPE OF WORK

Proposers shall review the September 30, 2021, Annual Comprehensive Financial Report offered on the City website to gain an understanding of the City, its debt structure, and financial position.

The Financial Advisor shall provide comprehensive financial advisory services to the City. Upon written notice from the City, the Financial Advisor shall perform the following services subject to the conditions and in consideration of payments as hereinafter set forth:

A. **Debt Issue Development and Sales Services-** The Financial Advisor shall perform the following services for a debt offering (Issue) when authorized by the City.

1. **Planning and Development Phase**

a. Research and advise the City on aspects of tax exemption and arbitrage in cooperation with the City's legal counsel and bond counsel. Assist in obtaining Internal Revenue Service rulings, if necessary.

b. Assist in the preparation and analysis of feasibility studies in cooperation with City Officials and administrative staff, bond attorneys, accountants, architects, engineers, and other professionals as requested by the City.

c. Carefully analyze the financing to determine the best methods of strengthening its marketability consistent with current economic and capital market conditions and increasingly stringent rating agency criteria. This may involve the use of municipal bonds insurance, surety bonds, letters of credit or other credit enhancement devices.

d. Perform a comprehensive analysis to determine the best possible plan to finance.

e. Consult with Moody's, Standard & Poor's, Fitch, and other rating agencies as appropriate with regard to the proposed financing and assist in obtaining the most favorable rating possible. Prepare the City thoroughly for any necessary rating presentations and participate in those meetings.

f. Provide assistance and recommendations with the selection of ancillary service providers such as registrar, trustee, and printer.

g. Act as a liaison with bond counsel and coordinate other professionals

providing information in connection with the proposed financing.

h. Prepare a timetable of events for all concerned leading to the successful sale and delivery of an offering.

i. Testify at validation hearings, as requested.

2. Marketing Phase

a. Advise on the appropriate terms and conditions of the sale, including maturity schedule, underwriter discount, redemption provisions, interest rate bidding requirements and basis for award.

b. Advise on the timing of the bond sale, taking into consideration such factors as changing economic conditions, current and projected market trends, and convenience to the City.

c. Coordinate with bond counsel the preparation of authorizing resolutions and other documents involved in the sale of bonds or other methods of financing. Assist in publicizing the issue in advance with an Official Statement, Notice of Sale, Bid Forms, and such other means necessary and advisable to develop nationwide public and institutional interest.

d. Assist the City in meeting full disclosure requirements and conforming to suggested guidelines when preparing the Official Statement either as an advisor or principal author.

e. Distribute the Official Statement to potential purchasers of the City's securities across the nation. Directly contact those lead underwriters most likely to be syndicate managers. Maximize efforts to market the City's debt issuance most effectively.

f. Conduct informational meetings with the investment community, including investment bankers (dealers and dealer banks) and institutional investors (banks, bank holding companies, and insurance companies), if necessary, to establish bidding interest on this offering.

g. Advertise any competitive bid, bond sale in nationally prominent financial publications, in addition to coordinating local publication requirements.

h. In the event of a competitive bid, attend the bid opening to assist with the verification and evaluation of bids and recommend the most favorable bid for award.

3. Bond Closing Phase

a. Direct bond-closing details, including coordination with bond counsel in order to ensure delivery in the shortest possible time frame.

b. Furnish prompt, complete reinvestment analysis so that maximum earnings will result from investing bond proceeds, in addition to assisting staff and the architect/engineer with establishing schedule for drawdown of funds, if any.

c. Direct, coordinate and supervise preparation of the transcript and provide the City with bond and interest records showing required semiannual payments and other information relevant to the completed financing.

d. Solicit bids on investment of idle funds, if requested.

B. **Work Products -** The Financial Advisor shall provide the following work products for each competitive and negotiated debt offering.

1. Presale Analysis

2. Offering Statement

3. Post-sale Analysis

4. Such other analyses, cash flow projections and materials necessary for financial planning and bond sale purposes.

C. Other Services

1. Assist the City in such non-debt offering areas of financial management as the City may from time to time request pursuant to the Request for Proposal.

2. Attend City Commission meetings and other scheduled City meetings as requested, with reasonable advance notice.

3. Provide other financial services as requested.

D. Contract Date and Term:

1. The effective date for the contract shall be January 1, 2023.

2. The initial term of the contract agreement shall be for three (3) years. It may be renewed for up to two additional one-year renewal terms upon mutual agreement.

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PFM Financial Advisors, LLC

RFP PRICING FORM
RFP 22-38BK Financial Advisor

Item #	Description	Initial Contract Period Year 1	Year 2	Year 3
1	Compensation on a fixed annual cost, payable monthly.	$ 0	$ 9,000	$ 9,000
2	Compensation on a time and expense basis, with hourly rates for proposed personnel.			
	President -or- Senior Vice President	$ 195	$ 200	$ 200
	Vice-President	$ 185	$ 190	$ 190
	Assistant Vice-President	$ 175	$ 180	$ 180
3	Compensation on a cents-per-bond or per $1,000.00 of notational amount basis to be paid on a contingent basis for specific financing issues.			
	Debt Issue Development and Sales Service			
	Debt Issue $ x.xx / $1,000 from $1 - 25 million	$ 0.75	$ 0.90	$ 0.95
	" " $ x.xx / $1,000 from $25 - 50 million	$ 0.65	$ 0.80	$ 0.85
	" " $ x.xx / $1,000 from $50 - 75 million	$ 0.55	$ 0.70	$ 0.75
	" " $ x.xx / $1,000 from $75 - 100 million	$ 0.25	$ 0.50	$ 0.50
	" " $ x.xx / $1,000 from $100 million *Plus*	$ 0.00	$ 0.25	$ 0.25
	Sales Service $ x.xx / $1,000 from $1 - 25 million	$ N/A	$ N/A	$ N/A
	" " $ x.xx / $1,000 from $25 - 50 million	$ N/A	$ N/A	$ N/A
	" " $ x.xx / $1,000 from $50 - 75 million	$ N/A	$ N/A	$ N/A
	" " $ x.xx / $1,000 from $75 - 100 million	$ N/A	$ N/A	$ N/A
	" " $ x.xx / $1,000 from $100 million *Plus*	$ N/A	$ N/A	$ N/A

NOTE: ALL RATES SHOWN ABOVE ARE NEGOTIABLE UPON CONTRACT RENEWABLE, SUBJECT TO THE SAME TERMS AND CONDITIONS AND SUBJECT TO AVAILABLE FUNDING.

EXHIBIT B

Solicitation 22-38BK

Financial Advisor

Bid Designation: Public

City of Sarasota

Bid 22-38BK
Financial Advisor

Bid Number	**22-38BK**
Bid Title	**Financial Advisor**
Bid Start Date	**Jun 28, 2022 8:01:05 AM EDT**
Bid End Date	**Jul 28, 2022 10:30:00 AM EDT**
Question & Answer End Date	**Jul 20, 2022 5:00:00 PM EDT**
Bid Contact	**Barney Kavanagh** **941-263-6437** **barney.kavanagh@sarasotafl.gov**
Contract Duration	**3 years**
Contract Renewal	**2 annual renewals**
Prices Good for	**120 days**
Bid Comments	**Proposers shall review the September 30, 2021, Annual Comprehensive Financial Report offered on the City website to gain an understanding of the City, its debt structure, and financial position. The Financial Advisor shall provide comprehensive financial advisory services to the City, as specified in the scope of services.** **Added on Jul 14, 2022:** **Posted 07-14-22: answers to questions 1 and 2 provided. new pricing form available for download. all proposers are required to submit completed form, as requested, and include as part of proposal response.** **Added on Jul 20, 2022:** **Posted 07-20-22: answers have been provided to questions 3.1, 3.2, 3.3, and 3.4 . all responses can be found in the Q&A section in bidsync,.**
Required Vendor Qualifications	**DRUG FREE , SCRUTINZED, PUBLIC ENTITY CRIME STATEMENT, NON-COLLUSIVE AFFIDAVIT**

Item Response Form

Item	**22-38BK--01-01 - General Comment**
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **City of Sarasota**

City of Sarasota (Purchasing Division)
1565 1st Street
Room 205
Sarasota FL 34236
Qty 1

Description
All proposers shall submit electronic responses, as described and outlined in the solicitation package.

CITY OF SARASOTA
GENERAL TERMS AND CONDITIONS
Version 12.03.20

1. SUBJECT TO THESE TERMS

All responses are subject to the terms and conditions specified herein. Responses which do not comply with these conditions are subject to rejection. These Terms and Conditions are subject to the Order of Precedents in Section 3 of this document.

2. DEFINITIONS

2.1. "Response" – Will be considered the same as a bid, proposal, or any other terms used to describe the submittal of an electronic response to a solicitation. All responses shall be submitted electronically.

2.2. "Respondent" – a bidder, proposer or any other individual or company that may submit a response to a CITY solicitation.

2.3. "Solicitation" – A document or documents released by the City of Sarasota for the purpose of obtaining goods or services. Considered the same as an Invitation to Bid (ITB), Request for Proposal (RFP) or any other title designated by the CITY to solicited goods or services.

3. ORDER OF PRECEDENTS

3.1. If a conflict arises between these Terms and Conditions, the following ORDER OF PRECEDENTS will apply:

3.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services"

3.1.2. City of Sarasota Procurement Code

3.1.3. Special Conditions and Supplemental Instructions

3.1.4. Detailed Scope of Work

3.1.5. Solicitation specific Terms and Conditions (RFP, Bid, Construction, etc.)

3.1.6. These Terms and Conditions

4. CONTRACT FORMS

Any agreement, contract, or Purchase Order resulting from the acceptance of a response shall be in a form as approved by the CITY.

5. RESPONSE DELIVERY AND SUBMISSION REQUIREMENTS AND COMMUNICATIONS

5.1. **Only electronic responses** will be submitted to the City via the City's online solicitation program. If backup documentation is required, such as plans or concept drawing then those will be submitted as a single hard copy with an electronic copy on a flash drive.

5.2. The electronic copy should include one consolidated PDF file that contains the entire response.

5.3. Confidential Response Information – If information is submitted with the solicitation documents that are deemed "Confidential" then the Respondent must stamp those pages of the response in the PDF file that are considered confidential. Respondent must provide documentation as to why these

documents should be declared confidential in accordance with Chapter 119, “Public Records”, exemptions. Respondent will be responsible for proving confidentiality upon the City receiving any valid public records request. The Respondent will be responsible for all cost involved in that process.

5.4. Solicitation Opening

5.4.1. Solicitation responses shall be publicly opened on the date and at the time specified in the online solicitation. It is the Respondent's responsibility to assure that their response is uploaded before the deadline date and time. Responses, which for any reason are not uploaded on time, will not be considered. Offers by fax, mail, private carrier or telephone are not acceptable unless otherwise specified. A response may not be altered after the closing of the solicitation.

5.4.2. If hard copies of the Solicitation response are requested, Solicitation documents shall be sealed in an envelope or packaging and shall be clearly marked with the words "Solicitation Response Documents" and show the solicitation name and number, name and address of the Respondent, and date and time of the scheduled opening. All solicitation documents shall be submitted in writing, signed by the Respondent or the Respondent's duly authorized agent, and shall be mailed or delivered to the office of the Purchasing General Manager prior to the date and time scheduled for the opening of responses.

5.5. The Purchasing General Manager, or designee shall publicly display solicitation responses submitted online.

5.6. A Respondent may withdraw a response any time prior to the close of the solicitation. After solicitations are closed, but prior to award of the contract by the City Commission or Charter Official, the City Commission or Charter Official may allow the withdrawal of a response because of the mistake of the Respondent in the preparation of the response document. In such circumstance, the decision of the City Commission or Charter Official to allow the response withdrawal, although discretionary, shall be based upon a finding that the Respondent, by clear and convincing evidence, has met each of the following four tests:

5.6.1. The Respondent acted in good faith in submitting the response,

5.6.2. The mistake in response preparation was of such magnitude that to enforce compliance by the Respondent would cause a severe hardship on the Respondent,

5.6.3. The mistake was not the result of gross negligence or willful inattention by the Respondent, and

5.6.4. The mistake was discovered and was communicated to the CITY prior to the City Commission having formally awarded the contract.

6. CLARIFICATION & ADDENDA

6.1. Questions and requests for clarification should be submitted through the City’s electronic solicitation system. Addenda are issued through the electronic system. If for some reason the City issues a call for hard copy responses, then information or questions concerning this solicitation may also be submitted to the City of Sarasota Purchasing Division, 1565 First Street, Room 205, Sarasota, Florida 34236, phone number (941) 263-6452, unless otherwise noted in the specifications. After the issuance of the solicitation, prospective Respondents or any agent, representative or person acting at the request of such Respondent shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any

Commissioner, agent or employee of the CITY other than the Purchasing General Manager or their designee. This prohibition begins with the issuance of any solicitation and ends upon execution of the final contract or when the solicitation has been canceled or upon determination by the Purchasing General Manager that a "Cone of Silence" is in effect for the solicitation or upcoming solicitation. **If it is determined that improper communications were conducted, the Respondent may be declared not responsible**.

6.2. Detailed specifications describe the commodities, services or construction services to be acquired by the CITY. To be considered for award, a response must comply in all material respects with the specifications. **No alternate responses or deviations from the specifications will be accepted unless requested in the specifications or response form and as approved through written addendum.**

6.3. Each Respondent shall examine all solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be made in writing, submitted and received at least **eight (8) calendar days** prior to the date when responses are due; to the City of Sarasota Purchasing Division and the online solicitation system.

6.4. The CITY shall not be responsible for oral interpretations given by any CITY employee, representative, or others. Except at the pre-solicitation conference, every request for interpretation of the meaning of the plans, specifications or any contract documents, or for correction of any apparent ambiguity, inconsistency or error therein, shall be in writing, addressed to the Purchasing General Manager or designee. **The issuance of a written addendum, this includes electronic transmittal through the City's online solicitation system, by the City's Purchasing Division is the only official method whereby interpretation, clarification or additional information can be given.** If any addenda are issued to this solicitation, the CITY will attempt to notify all prospective Respondents who have secured same; however, it shall be the responsibility of each Respondent, prior to submitting their response, to determine if addenda were issued and to make such addenda a part of their response. Acknowledgement to addenda receipt will be noted by each Respondent in the space provide on electronic acknowledgement Form# 1 or by other means as prescribed by the Purchasing Division. This may include electronic acknowledgement.

6.4.1. Should the Respondent find discrepancies in or omissions from the drawings and specifications, scope of work, or other documents attached hereto, or should they be in doubt as to the meaning, they should at once contact the Purchasing Division and obtain clarification prior to submitting a response.

6.5. **Governmental Restrictions**

6.5.1. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this solicitation prior to their delivery, it shall be the responsibility of the Respondent to notify the Purchasing Division at once, indicating in their letter or email the specific regulation which required an alteration. The CITY reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the solicitation or contract at no further expense to the CITY.

7. SOLICITATION/RESPONSE EXPENSES

Respondent shall bear all costs and expenses incurred in developing, preparing, and submitting responses to this solicitation.

8. IRREVOCABLE OFFER

Any response may be withdrawn until the date and time set for closing of the responses to this solicitation. All withdrawals must be requested in writing via email, letter, removal from the City's electronic solicitation system or FAX. Any response not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one-hundred and twenty (120) days to sell to the CITY the goods or services set forth in the attached specifications. Failure to respond, either by submitting a bid or proposal, or by submitting a "NO BID" Statement eliminates your firm for being able to participate in the protest of this solicitation in accordance with the City of Sarasota Procurement Code Section 2-366.

9. RESERVED RIGHTS

9.1. The CITY reserves the right to accept or reject any or all responses, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the CITY reserves the right to accept all or any part of the responses and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.

9.1.1. The Purchasing General Manager may set as a minimum, the number of responses to accept for consideration of evaluation or award of a contract. This decision will be made based on Purchasing Division Policy and City Procurement Code and statutes. However, the Purchasing General Manager may determine that a single response is acceptable.

9.2. To be **responsive**, a Respondent shall submit a response which conforms in all material respects to the requirements set forth in the solicitation. To be a **responsible** Respondent, the Respondent shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to deliver the goods or service requested. This information may be obtained from the Respondent or any credible source. All information requests will be done through the Purchasing Division. Such information may include but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

9.2.1. The CITY may disqualify a Respondent from being awarded a CITY contract if the Purchasing General Manager determines, after an investigation, that the Respondent is "not responsible," based on a poor performance record with the CITY, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the Respondent is not capable of performing the contract.

9.3. Respondents are required to submit their prices, if pricing is required, on the pricing forms supplied by the CITY in the solicitation document. Responses, at the sole discretion of the CITY, may be deemed non-responsive if these solicitation forms are not used and duly signed by an authorized representative of the Respondent.

9.4. Unless otherwise stated in this solicitation specification, any contracts resulting from this solicitation are non-exclusive. The CITY reserves the right, in its sole opinion, to purchase goods or services listed in this solicitation through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Sarasota Purchasing Policy and City Procurement Code. The CITY reserves the right to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the CITY's sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

9.5. After award of this solicitation, the CITY reserves the right to add or delete items/services at prices or terms to be negotiated at the time of addition or deletion. At contract renewal time(s) or in the event of significant industry wide market changes, the CITY may negotiate justified adjustments such as price, terms, etc., to the contract when the CITY, in its sole judgment, considers such adjustments to be in the best interest of the CITY. The City of Sarasota may or may not require the prospective Respondent to participate in negotiations and to submit additional technical information or other revisions to their response as may result from the negotiations.

9.6. If the contract awarded as a result of this solicitation is terminated, the CITY reserves the right to go to the next lowest **responsive** Respondent with the balance of the contract, unless otherwise stated in the solicitation specification.

9.7. The City of Sarasota reserves the right to refuse to award to any Respondent based upon prior contractual relationships between that Respondent, or a substantially related person or entity, and the CITY. This shall include, but is not limited to, situations in which the Respondent or, a substantially related person or entity, has had its contractual relationship with the CITY terminated or issued notice of default within three (3) years of the date of the issuance of this solicitation.

9.8. The CITY reserves the right that any company or subcontractor of that company that will have access to CITY facilities or property may be required to be screened to a level that may include but is not limited to; fingerprints, statewide criminal and juvenile records check. There may be fees associated with these procedures. These costs are the responsibility of the company or subcontractor of that company.

10. APPLICABLE LAWS

10.1. **Respondents must be authorized to transact business in the State of Florida.** A copy of the Registration Certificate and information should be submitted with response but is not required. **Registration must be completed before a contract can be signed.** Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the City of Sarasota, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Respondent shall not constitute a knowable defense against the legal effect thereof. This includes any revisions or as amended thereof. Any involvement with the City of Sarasota shall be in accordance with but not limited to:

10.1.1. **City Administrative Regulation and Ordinances**

10.1.1.1. City of Sarasota Procurement Code

10.1.1.2. Administrative Approval of Contracts, Ordinance 03-4440 and 07-4763

10.1.1.3. Amends administrative approval of contracts for City Manager, Director of Finance, and the Purchasing General Manager, Ordinance 07-4763

10.1.1.4. Travel Policy, Administrative Regulation 024.A008.0618

10.1.2. **Florida State Statutes**

10.1.2.1. Florida State Statute Chapter 287, Procurement of Personal Property and Services

10.1.2.2. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed responses received by the CITY. **Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after responses opening, whichever is earlier.**

10.1.2.3. It shall be the responsibility of the Respondent to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

11. NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE

11.1. The Purchasing Division will conduct a due diligence search of completed or pending litigation going back approximately five years.

11.2. Respondent may be required to provide additional information related to litigation related to negligence or breach of contract.

11.3. Failure to provide additional information, as requested, could result in the Respondent being declared nonresponsive.

11.4. Additionally, Respondents may be declared “not responsible” due to past or pending litigation that are relevant to the subject procurement such that they call into question the ability of the Respondent to assure good faith performance. This determination may be made by the Purchasing General Manager, after consultation with the City Attorney.

12. TAXES

This section may not be applicable to all solicitations. The City of Sarasota does not pay Federal Excise and State Taxes on direct purchases of tangible personal property or services. An exemption certificate will be provided to the contract holder upon issuance of a purchase order. This exemption does not apply to tangible personal property or services purchased by a contract holder for their use in the performance of an awarded contract based on this solicitation. Nothing herein shall affect the Respondent's normal tax liability. The CITY reserves the right, at the CITY's sole option, to issue Direct Purchase Orders for applicable supplies and equipment to be utilized in this project or service.

13. ERRORS AND OMMISSIONS

13.1. In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All responses shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

13.2. Approval by CITY of the successful Respondent’s work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful Respondent for the accuracy and competency of the successful proposer’s designs, drawings, specifications or

other documents and work pertaining to this solicitation. Additionally, approval by the City of the successful Respondent's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful Respondent for the project. After acceptance of the final plans, scope of work or other documents by the CITY, the successful Respondent agrees, prior to and during the execution of the project scope, to perform such successful services, at no additional cost to the CITY, as may be required by the CITY to correct errors or omissions on the plans, drawings, scope of work or other services prepared by the successful Respondent pertaining to the solicitation.

14. PUBLIC ENTITY CRIMES

In accordance with Chapter 287, Florida Statutes, Procurement of Personal Property and Services, Section 287.133, Public entity crime; denial or revocation of the right to transact business with public entities. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases or real property to a public entity, may not be awarded or perform work as a Contractor/Vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

15. DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

15.1. In accordance with Florida State Civil Rights Act of 1992.

15.2. An entity or affiliate who has been placed on the **State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at http://www.dms.myflorida.com.)** may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit response on leases of real property to a public entity, may not award or perform work as a contractor, vendor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

15.3. The general purposes of the Florida Civil Rights Act of 1992 are to secure for all individuals within the state freedom from discrimination because of race, color, religion, sex, national origin, age, handicap, or marital status and thereby to protect their interest in personal dignity, to make available to the state their full productive capacities, to secure the state against domestic strife and unrest, to preserve the public safety, health, and general welfare, and to promote the interests, rights, and privileges of individuals within the state.

15.4. It is the policy of the City of Sarasota to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

16. ROYALTIES AND PATENTS

16.1. The Respondent, without exception, shall indemnify and save harmless the CITY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention process, or article manufactured by the Respondent. The Respondent has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Respondent is based solely and exclusively upon the CITY alteration of the article. The CITY will provide prompt written notification of a claim of copyright or patent infringement.

16.2. Further, if such a claim is made or is pending, the Respondent may at its option and expense procure for the CITY the right to continue use or replace or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the CITY agrees to return the article on request to the Respondent and receive reimbursement if any as may be determined by a court of competent jurisdiction. If the Respondent uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the response prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

17. PURCHASING COOPERATIVE

It is the intent of this solicitation to include requirements and to obtain responses on behalf of the City of Sarasota and reserve the right for the entities belonging to the Sarasota Bay Chapter of NIGP to obtain purchases from this solicitation. This opportunity is also made available to any and all local, County, Public Educational Institutions, non-profits, and the State of Florida. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. The City of Sarasota will not be financially responsible for the purchases of other entities from this solicitation.

18. DELIVERY

Unless otherwise specified, all prices are to be **FOB-Destination**.

19. PRE-SOLICITATION CONFERENCE

19.1. Failure to attend a mandatory or non-mandatory pre-solicitation conference will relieve the CITY of any responsibility to notify a Respondent of additional requirements unless those questions or requirements are identified in the conference are submitted in writing.

19.2. Failure to attend a mandatory pre-solicitation conference will result in the Respondent being considered non-responsive.

19.3. Pre-solicitation conferences maybe held electronically, by phone conference or webinar depending on the nature of the solicitation and as determined by the Purchasing General Manager.

20. FUNDING

20.1. Solicitation is subject to the appropriation of funds in an amount sufficient to allow continuation of the CITY's performance in accordance with the terms and conditions of this solicitation. The CITY shall provide prompt written notice to the Respondent that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this solicitation, and shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to the solicitation.

20.2. This City of Sarasota ***will not*** **reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the CITY. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

21. SUBCONTRACTING

21.1. Respondent shall obtain prior written approval of subcontractors and the work they will perform as stated in the scope of work. A subcontractor is defined as any entity performing work within the scope of the solicitation or project who is not an employee of the Respondent.

21.2. Respondent shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. Respondent shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. All work performed for Respondent by a subcontractor or supplier will be pursuant to an appropriate agreement between Respondent and the subcontractor or supplier which specifically binds the subcontractor or supplier to the applicable terms and conditions of the Contract Documents for the benefit of CITY. Respondent shall be fully responsible to CITY for all acts and omissions of the subcontractors, suppliers, and other individuals or entities performing or furnishing any of the work just as Respondent is responsible for Respondent's own acts and omissions.

22. TRAVEL EXPENSE

Travel expenses, if approved by the CITY, will be reimbursed in accordance with the City of Sarasota Administrative Regulation 024.A008.0618: "Travel Policy" whether or not the resulting contract provides for a different method.

23. PUBLIC RECORDS

Respondent acknowledges that all information contained within its response is a public record, as defined in Chapter 119, "Public Records", of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

24. INVOICING

All invoices must contain the purchase order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the Respondent for correction and resubmission. Vendors shall not perform any service or provide products until they have been issued an approved Purchase Order.

25. TIME EXTENSION

25.1. Time Extension
The CITY may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The price in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

25.2. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the CITY and the successful Respondent, continue until completion at the same prices, terms and conditions. This must be approved in advance by the Purchasing General Manager or designated representative.

26. RIGHT TO AUDIT

The awarded Respondent shall maintain such financial records and other records as may be prescribed by the City of Sarasota or by applicable federal and state laws, rules, and regulations. The awarded Respondent shall retain these records for a period of five years after final payment, or until they are audited by the City of Sarasota, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent five-year period for examination, transcription, and audit by the City of Sarasota, its designees or other authorized bodies.

27. E- VERIFY

27.1. Awarded Respondents should utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the awarded Respondent during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

27.2. (as of January 1, 2021) By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated because of a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

28. PROTEST PROCEDURES

Protest procedures will be conducted in accordance with the City of Sarasota Procurement Code Section 2-366.

29. INSURANCE

29.1. The awarded Respondent, prior to the signing an Agreement and before starting any work on this Agreement, shall procure and maintain, during the life of this Agreement, the insurance coverage listed below. The policies of insurance shall be primary and written on forms acceptable to the CITY. The policies shall be placed with an insurance carrier approved and licensed by the Insurance Department of the State of Florida and that meets a minimum financial **A. M. Best Company, Inc.** or approved alternate rating of no less than **"A", Excellent**. The CITY will accept a minimum rating for Worker's Compensation Insurance of **"B+, Good"**. The NAIC number for all Insurers will be noted to the right of the insurer's name in the section provided on the certificate of insurance. The City of Sarasota will not accept any indication or evidence of self-insurance made by the awarded Respondent, as it applies to any of the required insurance coverage. The Purchasing General Manager, or designee, reserves the right to waive, downgrade

or upgrade, or suspend requirements as determined to be in the best interest of the CITY. Any and all fully-executed contracts will require that the awarded Respondent be fully insured per the terms and conditions as follows herein:

29.2. **Mandatory Insurance Requirements**

29.2.1. **Worker's Compensation**

Worker's Compensation Insurance on behalf of all employees who are to provide a service for this Agreement, as required by Florida Statues Chapter 440 and Employers Liability with limits of not less than $100,000 per employee accident; $500,000 disease aggregate; and $100,000 employee per disease.

29.2.2. **Commercial General Liability**

Including but not limited to bodily injury, property damage, and personal injury, with limits of not less than One Million Dollars combined single unit per occurrence, Two Million Dollars per location aggregate plus property damage insurance in the minimum amount of Five Hundred Thousand Dollars covering all work performed.

29.2.3. **Automobile Liability**

Including bodily injury, property damage liability for all vehicles owned, hired, leased, and non-owned, with limits of not less than One Million Dollars combined single unit per occurrence, $500,000.00 property damage and Two Million Dollars agregate covering all work performed.

29.3. **Additional or Option Insurance (Depends on project requirements.)**

29.3.1. **Umbrella Liability**

N/A unless being used to meet underlying coverage requirements.

29.3.2. **Liquor Liability**

All vendors serving alcohol as a result of the solicitation will be required to obtain Liquor Liability insurance.

29.3.3. **Miscellaneous Insurance** - All other types of insurance as required by the scope of work or specifications

29.3.4. **Professional Liability**

If applicable, in the minimum amount of One Million Dollars. **CCNA Consultants must have this insurance coverage.**

29.3.5. **Hazardous Material**

If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Agreement, no further work is to be performed in the area of the hazardous materials until the Project Manager and City's Risk Management Department has been consulted as to the potential need to procure and maintain any or all of the following coverage through a change order to the project.

29.3.5.1. **Contractor/vendor's Pollution Liability**

For sudden and gradual occurrences in the amount no less than $1,000,000 per claim and $2,000,000 in the aggregate arising out of work performed under this Agreement including, but not limited to, all hazardous materials identified under this Agreement.

29.3.5.2. **Asbestos Liability**

For sudden and gradual occurrences in the amount no less than $1,000,000 per claim and $2,000,000 in the aggregate arising out of work performed under this Agreement.

29.3.5.3. **Disposal**

When applicable, the Contractor/vendor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability for sudden and accidental occurrences in an amount not less than $1,000,000 per claim and $2,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than $1,000,000 per claim and $2,000,000 in the aggregate.

29.3.5.4. **Hazardous Waste Transportation**

When applicable, the Contractor/vendor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance and Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than $2,000,000 annual aggregate and provide valid EPA identification number. The Certificates of Insurance (COI) shall clearly state the hazardous materials exposure work being performed under this Agreement.

29.3.6. **Builder's Risk**

When applicable, special form coverage shall include, but not be limited to:

29.3.6.1. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to this Agreement;

29.3.6.2. Theft coverage;

29.3.6.3. Waiver of Occupancy clause endorsement;

29.3.6.4. Limits of insurance to equal 100% of the insurable completed agreement amount of such additions, or structures, on an agreed amount/replacement cost basis;

29.3.7. Maximum deductible clause of $50,000 each claim.

29.4. **Additional Insured**

The City of Sarasota, its elected and appointed officials, employees and agents shall be listed by endorsement as additional insured, except for worker's compensation and professional liability. Further, other designated persons or entities may be required to be listed as additional insured.

29.5. **Certification of Insurance**

Awarded Respondent, prior to providing any services pursuant to this Agreement, shall furnish to the CITY proof of insurance, including, but not limited to a Certificate of Insurance referencing the City of Sarasota as "**additional insured**", except for worker's compensation and professional liability, and the effectiveness of all required insurance for awarded Respondent, and each of its subcontractors. The certificates of insurance shall state that the CITY will be notified in writing at least thirty (30) days prior to cancellation, non-renewal or any other modification of any policies required of awarded Respondent. No work shall commence under this Agreement until the CITY's authorized representative has given written approval of the insurance certificates. Additionally, awarded Respondent has an affirmative obligation throughout the entire term of this Agreement to provide the City Manager and the Purchasing Division, 1565 1st Street, Room 205, Sarasota, Florida 34236 evidence of the continuation of all policies required of the awarded Respondent by this Agreement. As such, as each policy of insurance is renewed, proof thereof must be provided in writing to the City Manager and the Purchasing Division, 1565 1st Street, Room 205, Sarasota Florida 34236. **All insurance documents must show the solicitation number and title description and indicate that the awarded Respondent's insurance is the prime insurance.** CITY suggests that awarded Respondent obtain all policies on an occurrence form basis. If, however, the awarded Respondent determines to obtain claims-made policies, Respondent shall be required to assure that the policy dates run concurrently throughout the entire term of this Agreement and Respondent shall be required to maintain "tail" coverage at the Respondent's own expense for a period of time as directed by the City Manager.

29.5.1. Additional insurance requirements may be noted in the scope of work or specifications. These insurance requirements will be in addition to those stated in these Terms and Conditions and not a replacement.

30. CONTRACT ADMINISTRATION AND SITE REVIEW

30.1. The Respondent shall carefully examine the site of the work and the contract documents for the work contemplated, and it will be assumed that the Respondent has investigated and is fully informed of the conditions and obstructions to be encountered, of the character, quality and quantities of work to be performed and materials to be furnished and of the requirements of the contract documents. The Respondent shall inform themselves fully of the conditions under which the work is to be performed in relation to construction, services, commodities and labor conditions. Failure to do so will not relieve a successful Respondent of their obligations to

furnish all materials, equipment and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work or deliver the requested product or service for the consideration set forth in their response. Contracts may have more than one department or entity participating. Each participant will issue individual purchase orders and will be billed separately.

30.2. **Ownership of Documents**

It is understood and agreed that all documents, including detail reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, including all documents bearing the professional seal of the successful proposer, there under shall be delivered to and become the property of the CITY, prior to final payment to the successful Respondent at the termination of the agreement.

30.3. **Notice to Proceed (NTP) and Pre-Construction/Kickoff Meetings**

30.3.1. **Single Project**

All single (one-time solicitation) projects will have a notice to proceed (NTP) issued by the Purchasing Division before a purchase order can be issued. The notice to proceed (NTP) letter will be dated the same date as the pre-construction or kickoff meeting. The date of the NTP Letter and the Date in which work is to start can be no more than 30 days apart, unless otherwise approved by the Purchasing General Manager, or designee.

30.3.2. **Continuing Services**

A continuing service contract with a task order $50,000.00 or less will use the purchase order as the notice to proceed. The date of the purchase order will be the project start date. The number of days to complete the project or the project final completion date must be annotated on the purchase order. For a task order over $50,000.00 a formal notice to proceed (NTP) must be issued by the Purchasing Division in accordance with paragraph 28.3.1

30.4. **Work Progress and Delays**

The City Manager shall be entitled at all times to be advised in writing, at his request, as to the status of work being done by the successful Respondent and the details thereof. In the event the successful Respondent cannot satisfy the deadline specified in the project schedule, then it shall notify the City Manager in writing at least seven (7) days prior to such deadline of the reason for the delay. In the event the cause of the delay is due to delay by the CITY or regulatory agencies as to the approval of any plans or permits submitted by the successful Respondent, when such delay will result in an overall delay of the project completion date, the City Manager shall grant to the successful Respondent, in writing, an extension of the agreement time equal to the as aforementioned delays. The City Manager shall be solely responsible for determining whether any extension of time should be awarded to the successful Respondent.

31. TERMINATION OF CONTRACT

The City of Sarasota reserves the right to terminate any contract, at any time, with or without cause.

31.1. **Termination for Default**

Awarded Respondent acknowledges that the conditions, covenants and requirements on its part to be kept, as set forth in the contract, are material inducements to CITY entering into an agreement. Should awarded Respondent fail to perform any of the conditions, covenants and requirements of its part to be kept, the City Manager shall give written notice thereof to the awarded Respondent specifying those acts to things which must occur in order to cure said default. Provided, however, if awarded Respondent makes a good faith effort by taking steps to substantially cure the default, the City Manager may grant the awarded Respondent additional time to cure such default as he deems warranted in his sole discretion. Should the default remain, upon expiration of the time granted to cure the same, the City Manager may terminate the agreement, by written notice of termination, said notice specifying the time and date of termination.

31.2. **Termination for Convenience**

The performance of work under the contract may be terminated by the City Manager in whole or in part whenever the City Manager determines that termination is in the City of Sarasota's best interest. Any such termination shall be affected by the delivery to the awarded Respondent in a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the awarded Respondent shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

31.3. **Payment and Ownership of Documents upon Termination**

In the event of termination of the agreement, the vendor shall cease work and shall deliver to the CITY all documents including reports and all other data, materials prepared or obtained, by the vendor in connection with the project, including all documents bearing the professional certification. The awarded Respondent shall reimburse the CITY for any stored items that the CITY has previously purchased. CITY shall upon delivery of the aforesaid documents, pay the awarded Respondent as full payment for its services hereunder, a sum of money equal to the percentage of the work done by the awarded Respondent and accepted as satisfactory by the CITY.

31.4. **Waiver**

Failure of the City to take any action with respect to any breach of any term, covenant or condition contained in the agreement, or any instance of default hereunder by the successful Respondent, should not be deemed to be a waiver of any default or breach by the CITY.

32. INDEMNIFICATION

32.1. **Non-Design Professional**

The CITY shall not be liable for any loss, injury, death or damage to persons or property, which at any time may be suffered or sustained by any person whatsoever arising from the negligent performance by awarded Respondent and its employees and agents of its obligations under the provisions of this agreement. The awarded Respondent shall indemnify and hold harmless the CITY, and agents and employees against all claims, liabilities, loss, injury, death or damage whatsoever, including but not limited to attorney fees, on account/or arising out of or resulting from any negligent act or omission of the awarded Respondent in the performance of the work. The CITY and awarded Respondent acknowledge that the first ten dollars ($10.00) of the compensation paid awarded Respondent for its work hereunder shall be deemed specific consideration for this indemnification. Awarded Respondent shall fund the foregoing indemnification by providing the insurance coverage's set forth below.

32.2. **Design Professional**

Awarded Respondent shall indemnify and hold harmless the CITY, its elected and appointed officials, officers, employees and agents, from liabilities, damages, losses and costs, including but not limited to reasonable attorney's fee, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the awarded Respondent or any person employed or utilized by the consultant in the performance of the contract. CITY and the awarded Respondent acknowledge that the first ten dollars ($10.00) of compensation paid awarded Respondent for its services hereunder shall be deemed specific consideration for the indemnification.

33. INSPECTION, ACCEPTANCE AND TITLE

33.1. Inspections and acceptance will be at destination unless otherwise provided. Title and risk of loss damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The

contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist them in the expeditious handling of damage claims, the ordering agency will:

33.1.1. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.

33.1.2. Report damage (visible and concealed) to carrier and contract supplier, confirming such reports in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.

33.1.3. Retain the item and its shipping container, including inner packing material, until the carrier and disposition given by the contract supplier perform inspection.

33.1.4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

33.2. The awarded Respondent shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without the prior written consent of the City Manager.

33.3. All remedies therein before and therein conferred on the CITY shall be deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

34. COMPLETION OF WORK OR PROJECT

The awarded Respondent will complete all work or services for the contract price and within the contract time of number of calendar days specified per approved Task Order/ Purchase Order for all work (except warranty items) in accordance with the contract documents. The number of completion days may be specified in the scope of work, specifications or the response form. For continuing services contracts, all task orders will be complete within 30 days of the date the purchase order is approved or by the date and/or number days specified in the task order scope. The estimated completion days or date may also be documented on the purchase order.

35. SCRUTINIZED COMPANIES

35.1. Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a response for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a response for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria

35.2. At the time a company submits a bid or a proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of $1 million or more, the company must certify that the company is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List or is engaged in business operations in Cuba or Syria. This is a required form as part of the vendor registration with the City of Sarasota.

36. CONTRACTS FOR SERVICES (SECTION 119.0701, FLORIDA STATUTES)

36.1. This statute requires any public agency (which includes municipalities) to; in addition to other contract requirements provided by law, include a provision in each contract for services that requires the contractor to comply with the public records laws. Specifically, the contract must require the contractor to:

36.1.1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

36.1.2. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided

in this chapter or as otherwise provided by law.

36.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

36.1.4. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

37. DISCLAIMER OF JOINT VENTURE

The successful Respondent and CITY shall warranty and represent that by the execution of an agreement it is not the intent of the parties that the agreement be construed or deemed to represent a joint venture or an undertaking between CITY and the successful Respondent. The successful Respondent shall be solely responsible for the conduct of all activities and services provided by the successful Respondent as part of its business operations. While engaged in carrying out and complying with terms of the agreement, the successful Respondent is an independent contractor and not an officer or employee of the CITY. The successful Respondent shall not at any time or in any manner represent that it or any of its agents or employees is employees of the CITY.

38. PUBLIC RECORDS

As required by Section 119.0701, Florida Statutes, RESPONDENT hereby specifically covenants to comply with the public records laws of the State of Florida. RESPONDENT specifically covenants to:

(a) Keep and maintain public records required by CITY in order to perform the Project Scope of Services.

(b) Upon request from CITY, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if RESPONDENT does not transfer the records to CITY.

(d) Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of RESPONDENT or keep and maintain public records required by CITY to perform the Project Scope of Services. If RESPONDENT transfers all public records to CITY upon completion of the Agreement, RESPONDENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If RESPONDENT keeps and maintains public records upon completion of the Agreement, RESPONDENT shall meet all applicable requirements for maintaining public records. All records stored electronically must be provided to CITY upon request from CITY in a format that is compatible with the information technology systems of CITY.

(e) **IF RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

SHAYLA GRIGGS, CITY AUDITOR AND CLERK

SHAYLA.GRIGGS@SARASOTAFL.GOV

(941) 954-4160

1565 FIRST STREET

SARASOTA, FL 34236

Survey:
Please click on the link below and tells how we are doing. Your feedback is very important. We need to know what we need to change to improve our process for you and your company.
Please Click here to complete survey.

CITY OF SARASOTA
REQUEST FOR PROPOSAL
TERMS AND CONDITIONS
Version 06.17.20
Standard RFP

1. QUALITY GUARANTEE/WARRANTY

1.1. Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by this contract shall be new, unused, and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise stated in the specifications. All warrantees will begin from the date of final completion.

1.2. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a proposer wishes to make a substitution in the specifications, the proposer shall furnish to the CITY, no later than ten (10) business days prior to the RFP opening date, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the CITY in evaluating the substitution. Such information is submitted through the Purchasing Division. Any such substitution shall be subject to CITY approval through the issuance of a written addendum by the CITY's Purchasing Division. Substitutions shall be approved only if determined by the CITY to be an **Approved Alternate** to the prescribed specifications.

1.3. A proposal containing a substitution is subject to disqualification if the substitution is not approved by the CITY. Items must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

1.4. The equipment must be warranted for twelve (12) months, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service.

1.5. If any product does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this RFP, the vendor shall pick up the product from the CITY at no expense to the CITY. The CITY reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the vendor shall refund to CITY any money which has been paid for same.

2. INTERPRETATION OF ESTIMATED QUANTITIES

2.1. The estimated quantities of work to be done and materials to be furnished under this contract, provided in the RFP forms, are to be considered as approximate only and are to be used solely for the comparison of proposals received. The CITY does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the proposer plead misunderstanding or deception because of such estimate of quantities or of the character, location

or other conditions pertaining to the work. Payment to the Contractor/Vendor will be made only for the actual quantities of work performed or materials furnished in accordance with the contract documents, and it is mutually understood that the quantities may be increased or decreased as provided in the specification without in any way invalidating any of the unit or lump sum prices submitted.

3. BONDS (IF REQUIRED)

3.1. RFP GUARANTY (IF REQUIRED)

A RFP Guaranty for continuing/annual services will not be required unless stated in the specifications or special conditions. The Purchasing General Manager may require a letter of bondability on continuing/annual services contracts. All bonds, cashier's checks, or letters of credit shall require the proposer to forfeit proposal security upon a refusal or failure to execute the contract within ten days of issuance of the notice of award of contract. If the contract is then awarded to the second ranked proposer, the bond or other form of security shall be applied to compensate the CITY for the difference in price between the lowest and second lowest price offered.

4. RESERVED RIGHTS

4.1. The CITY reserves the right, in the sole opinion of the CITY, to require oral presentations or discussion from all selected respondents, at the discretion of the Evaluation Committee, derived from the evaluation and selection process herein described during any stage of the evaluation and/or selection process

5. PROPOSAL SETUP

Proposals must be submitted in an electronic/digital PDF file upload to the solicitation through the CITY's electronic solicitation program (currently Bidsync) unless otherwise stated in the Supplemental Instructions. Proposal responses are limited to a maximum of 150 single sided pages and should include a Table of Contents which is bookmarked according to the Tabs listed below.

If a hard copy proposal is requested, the it should be submitted in a 3- ring binder. Binder must not be larger than 2" in thickness. If hard copies are requested, a total of one original and five printed copies need to be included. This information should be included on the front cover. Example: ORIGINAL or COPY 1 of 5 etc.… Include 1 electronic copy on a compact disk (CD) or a flash drive.

Pages must be numbered to verify quantity whether electronic/digital or hard copy. Tab dividers, electronic/digital tab dividers, and Table of Contents are excluded from the page count. Proposal must have a front cover or title page (electronic/digital PDF) that contains the following:

Company Name
Number and Title of the Request for Proposal
Due Date of Proposal

Electronic copy should include any bid spreadsheets as provided by the CITY. Electronic copy should include a consolidated copy of the proposal in one PDF file. **DO NOT SEND HARD COPIES UNLESS INSTRUCTED TO DO SO IN THE SOLICITATION DOCUMENTS**.

Tab I. Executive Summary (Category 1)
One-page summary of what your company is proposing on the contract.

Tab II. Qualifications (Category 1)

1. Company Information

    a. A brief company history.

    b. How many years has your organization been in business as a provider of the products and services you're proposing to offer under this solicitation?

    c. How many years has your organization been in business under its' present business name?

    d. Location of the office where the project will be produced. Include the name and titles of those members of the project team that are permanently assigned to the project office.

        i. How many years at this present project location?

            1. How many full-time employees?

        ii. How many years at prior project location?

        iii. Is the work to be shared amongst employees working out of different proposer office locations? If so, what is the allocation of personnel and related work they are to perform

    e. Under what other or former names has your organization operated?

    f. If your organization is a corporation, answer the following:

        i. Date of incorporation

        ii. State of incorporation

        iii. President's name

    g. If your organization is a partnership, answer the following:

        i. Date of organization

        ii. Type of partnership (if applicable)

        iii. Name(s) of general partner(s)

    h. If your organization is individually owned, answer the following:

        i. Date of organization

        ii. Name of owner

    i. If the form of your organization is other than those listed above, describe it and the name of the principals.

    j. Financial Responsibility.

        i. Bank reference: any other information the applicant may wish to supply to verify financial responsibility. Unless there is a clear statement that the

Contractor/Vendor is a joint venture, it will be assumed the firm shown on the transmittal letterhead will be the prime Contractor/Vendor with whom the CITY would contract and all other firms shown as team members would be sub-consultants.

k. Experience

i. Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification.

Tab III. Key Personnel (Category 2)

For the key individuals who will be marketing, consulting, estimating, coordinating, supervising and managing before, during and after-sales services, warranty, maintenance, and support services offered in response to this solicitation, in your response, provide a listing of and the qualifications of these key individuals. Provide the name, title, qualifications, and experience in the area(s) of service(s) that they will be providing. Include awards, certifications, membership in professional organizations and licensing. Resume may be included but key personnel qualification sheets are limited to 1 page per employee. Max number of key personnel is ten.

1. Provide organizational plan for management of project(s).
    a. The proposed relationship between key members and support staff and aspects of work each will be responsible for performing.
    b. A list of all employees authorized to enter a contract on behalf of the company.
2. Identify all sub-contractors to be used on project(s).
    a. Provide a brief narrative for each sub-contractor and the work experience, field(s) of specialization, education, and certifications for key team members.

Tab IV. Service (Include similar projects) (Category 3)

Describe your service facilities in terms of square feet, equipment, service response time, number of technicians, and inventory in stock. If facilities are not applicable to this solicitation, then state "Facilities Not Applicable". Please include valuation of equipment if construction related.

In comparing previous similar projects your organization is involved with or has completed, do you see any areas where your organization possesses unique experience, resources, product offerings, personnel or other service accomplishments that should be considered with your ability to provide timely, quality product or services to the City of Sarasota?

Number and size of relevant projects currently being performed, personnel assigned to and stage of completion of such project, status of each project relative to completion schedule.

Provide a description and dollar amount of any and all projects, which have been done, or currently being done during the past five- (5) years for the City of Sarasota.

Tab V. References (Category 3)

1. Complete the electronic Form #8 through the CITY's current online solicitation program. Provide a minimum of four (4) references that include the institution name, address, phone number, email, and contact's name and position.
    a. Please notify your references that they will be receiving an electronic survey related to this solicitation.
2. You may include in this tab
    a. Letters of recommendation by other references.

b. A list of completed projects similar in scope to project under consideration, references to include owners' contact person, telephone number and email.
c. Any outstanding accomplishments of the firm that relates to the specific services being sought.
a. Any Quality Assurance and Value Engineering Programs. **Failure to complete Form #8 (Reference List) may make your company non-responsive.**

Tab VI. Proposal Requirements (Category 4)
State how you plan to provide your product or service based on the evaluation criteria and specifications list in the RFP.

Tab VII. Required Forms (Category 5 Including Local Preference)
CITY forms and required qualifications must be completed in the electronic solicitation system. Items not completed may result in the Contractor/Vendor being declared nonresponsive.
Hard copies of forms are not required if the electronic forms are completed online. The only forms that should be included in this section are the ones that require you to download, completed and uploaded.
If a hard copy is required, CITY forms listed as part of the RFP must be completed.

Tab VIII. Pricing Proposal (Category 6 if applicable)
This is only included if the evaluation criteria require a score based on price. The electronic solicitation will have a pricing sheet that must be downloaded, completed, and uploaded to the electronic solicitation system. The solicitation may also require that a lump sum amount be filled in under a line item pricing. Failure to fill out and upload the pricing sheet provided may result in the respondent being declared nonresponsive.

6. CHANGE ORDERS (IF APPLICABLE)

6.1. The CITY may, by field directive, authorize minor variations from the requirements of the contract documents, which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents. Supplemental agreements, in the form of "change orders" shall be used to clarify the plans and specifications, to provide for unforeseen work or alterations in plans, to change the limits of construction to meet field conditions, to provide a safe and functional connection to an existing facility, to make the project functionally operational in accordance with the intent of the original contract, or to adjust the contract price or the contract time requirements. The City of Sarasota will not pay more than a total of 10% on markup and overhead. Any supplemental agreement shall be approved by the City Manager, Contractor and the Architect/Engineer, if applicable, prior to the commencement of the modified work. The City Manager may only approve an adjustment to the contract price that does not exceed 10% of the contract price or $200,000.00, whichever is less in accordance with Ordinance 03-4440.

6.2. The CITY reserves the right to make, at any time prior to or during the progress of the work, increases or decreases in the quantities of work as may be found necessary or desirable by the CITY. Compensation for changes in quantities shall be at the bid unit price for the specific item of work with no additional charges allowed for the change in quantity.

All unit prices for items of work in the original contract shall be considered all-inclusive of expenses necessary to accomplish the work regardless of the unit of measure (e.g. LS, LF, CY, SY, TN, etc.) including but not limited to:

1) Material
2) Delivery

3) Direct Labor
4) Taxes
5) Rental rates
6) Fringe Benefits
7) Overhead
8) Profit
9) Markup

A change in quantities whether greater than or lower than the original bid quantity shall be treated as if the new quantity was part of the original quantity of work with respect to unit value. Upon approval of changed quantities the quantities shall be adjusted on the schedule of values to reflect the new total quantity of each item of work. Each proposal for change order shall list both the reduction in quantity of deleted work and increased quantity of added work. The City of Sarasota will not pay more than a total of 10% on markup and overhead when establishing a negotiated fee for items not listed by unit price.

Surety and other bonds, when required, are premiums applied to the total contract amount. Adjustments and allowances for increased bond costs will only be considered on the net increase to the total contract amount after consideration of both quantity reductions, quantity increase and other work price adjustments.

6.3. Changes in contract time will only be considered for documented weather impacts, additional work directed by the CITY, reductions in work directed by the CITY, stoppage of work when directed by the CITY or other causes of delay not attributable to the Contractor. Delays by others, such as utility companies, may not necessarily be compensated by the CITY and the Contractor may need to seek compensation from the third party for the delay.

7. PRICES, TERMS, AND PAYMENTS

7.1. **Discounts**
Cash discounts for prompt payment shall not be considered in determining the lowest net cost for RFP evaluation purposes.

7.2. **Mistakes**
Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk. In case of mistake in extension, the unit price will govern.

7.3. **Condition and Packaging**
It is understood and agreed that any item offered or shipped as a result of this RFP shall be a new, current standard production model available at the time of the RFP. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

7.4. **Safety Standards**
Unless otherwise stipulated in the RFP, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standard there under.

7.5. **Underwriter's Laboratories**
Unless otherwise stipulated in the RFP, all manufactured items and fabricated assemblies shall carry UL re-examination listing where such has been established.

7.6. **Invoicing and Payment**
The Contractor/Vendor shall be paid upon submission of properly certified invoices to the CITY at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance

of goods or services, less deductions if any, as provided. Invoices shall contain the contract number, purchase order and the Contractor/Vendor's Federal Employer Identification Number. An original copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

7.6.1. **Payments Based on Percentage Markup**

Proposals that are awarded and include or provide for a percentage markup on goods purchased will require the Contractor/Vendor to submit the wholesale invoice with the Contractor/Vendors invoice which should include or provide a list of goods purchased in order to verify the correct markup percentage was applied.

7.7. **Additional Quantities**

For a period not exceeding one (1) year, unless otherwise stated in the scope of work, from the date of acceptance of this offer by the CITY, the right is reserved to acquire additional quantities at the same unit price. If additional quantities are not acceptable, the RFP price sheets must be noted "Price is for specified quantity only".

7.7.1. **Additional Quantities-Lump Sum and Unit Pricing Contracts**

The CITY and Contractor/Vendor may add additional work items to the contract at any time, provided a fair and reasonable not to exceed, lump sum or unit cost can be agreed upon by both parties unless otherwise specified in the specifications or scope of work.

7.7.2. **Additional Scope of Work**

The CITY may unilaterally require, by written order, changes altering, adding to, or deducting from the contract specifications, provided that such changes are within the general scope of the contract. The CITY may make an equitable adjustment in the contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the CITY may solicit separate solicitations to satisfy them.

7.8. **Additional Terms and Conditions**

Additional Terms and Conditions may be listed in the items listed in Section 2 otherwise no additional terms and conditions included with the RFP response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect to this RFP. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general special conditions in this RFP solicitation are the only conditions applicable to this RFP and the proposer's authorized signature affixed to the RFP Acknowledgement Form attest to this.

7.9. **Advertising**

In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.

7.10. **Assignment**

Any purchase order issued pursuant to this RFP invitation and the monies, which may become due hereunder, are not assignable except with the prior written approval of the ordering agency.

7.11. **Contract Term**

Unless otherwise stated in the scope of work, specifications, or supplemental instructions the default contract term shall be one (1) year with two (2) one (1) year renewals for a total of three (3) years.

8. DIRECT PURCHASE

8.1. The CITY reserves the right, at the CITY's option, to direct purchase materials, equipment, and furnishings involved in the project, including subcontracts, if any. The selected Contractor/Vendor, and all subcontractors, if any, shall comply with the CITY's Direct Purchase Procedures, including but not limited to those listed below.

8.1.1. Within 15 days of the posted date of the Notice of RFP Action, the selected Contractor/Vendor shall submit a list of potential Direct Purchase items for the CITY's consideration. The intent is for single items or large quantities of single items of approximately $5,000.00 or more to be considered for Direct Purchases. The parties acknowledge that CITY may be directly purchasing some of the material and/or equipment necessary for the project so as to save the sales tax which would otherwise have been due with regard to same.

8.1.2. Along with the list, the Contractor/Vendor shall also include the price quotes from the suppliers from the proposal, including any terms and conditions negotiated with the suppliers. The Contractor/Vendor is **responsible** for selecting the supplier, specifications, material receipt, inspecting shipments and assuring that the material is in accordance with the specifications. In the event the CITY determines to make any Direct Purchase of material and/or equipment for the Project, the Direct Purchase will be authorized by a deductive change to the agreement. The deductive change for the Direct Purchase shall reduce the contract amount otherwise due from the CITY to the Contractor/Vendor by the cost to be paid by the CITY for the material and/or equipment to be directly purchased by the CITY and by the sales tax saved by the CITY directly purchasing the material and/or equipment. The Contractor/Vendor retains all responsibility for an acceptable finished product and is **responsible** for maintaining the project schedule. The CITY's **Direct Purchase** mechanism to effectuate tax savings in no way effects the obligation of the Contractor/Vendor to meet all of the terms and conditions and all provisions and technical specifications of the RFP and resultant contract document. The Contractor/Vendor shall be **responsible** for ensuring all materials and items in his care, custody and control regardless of whether directly purchased by the CITY or not. The materials directly purchased by the CITY for inclusion into the project are subject to the same terms and conditions as any and all other items of the contract.

8.1.3. The Direct Purchase items selected, and upon request of an order by the Contractor/Vendor, the Purchasing Department will issue a Direct Purchase order to the Contractor/Vendor's or subcontractor's source at the price proposed in the Contractor/Vendor's or subcontractor's proposal, less sales tax. The CITY reserves the option to issue the Direct Purchase Orders to the CITY's annual contract vendors or State contract vendors for comparable or lower prices but will subtract from the contract the price shown on the Contractor/Vendor's or subcontractor's proposal. For construction management projects, items for Direct Purchase will be identified by or before the construction documents phase.

8.1.4. It will be the Contractor/Vendor's sole and complete responsibility to properly expedite and follow up on direct purchase orders, thereby assuring delivery of the item as ordered and at the time and place needed by the Contractor/Vendor.

8.1.5. The Contractor/Vendor shall take delivery, unload, store and install the materials and equipment purchased on the Direct Purchase Order in accordance with the proposal, protect and maintain in proper condition; and work with the supplier to repair, replace, and make good any defect without cost to the CITY, until such time as the scope of work by the Contractor/Vendor has been completed and accepted by the CITY. The Contractor/Vendor will be **responsible** for undertaking and completing any returns of direct purchase materials or equipment and working with the supplier to effectuate any warranties for defective materials or equipment, or resolving any problems related to the direct purchase materials and equipment. The Contractor/Vendor will coordinate corrective action. Any returns not

replaced shall be credited to the CITY and acknowledged by a supplement to the Direct Purchase Order and amendment to the Contractor/Vendor's application for payment. The Contractor/Vendor shall not be **responsible** for warranting the materials and equipment to the CITY; however, the Contractor/Vendor shall be responsible for maintaining the supplier's warranty of the material or equipment purchased by Direct Purchase Order by the CITY. The Contractor/Vendor shall maintain records of all direct purchases received and incorporated into the work and provide the CITY with a monthly accounting.

8.1.6. When delivery of a Direct Purchase Order is complete, or a payment is to be made on a partial shipment, the Contractor/Vendor will immediately submit to the CITY the invoice and documentation supporting the goods received. Invoices for Direct Purchase Orders will be sent by the direct purchase vendor to the Contractor/Vendor. The Contractor/Vendor will verify delivery and sign the invoice and associated documentation supporting the amount of the payment. Payment will be made by check mailed to the direct purchase vendor as of the next available check run of the CITY. The Contractor/Vendor will assist the CITY in assuring prompt payment by supplying the supplier's FEI numbers, addresses, phone numbers, etc.

9. CONFLICT OF INTEREST

9.1. The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statues. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the City of Sarasota or any of its agencies. Further, all proposers must disclose the name of any City employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.

9.2. Proposals Submitted by Members of Advisory Boards of the City of Sarasota

9.2.1. Section 112.313(7), Florida Statutes (1989), prohibits an advisory board member from holding any employment or contractual relationship with any business entity, which is doing business with the CITY.

9.2.2. Section 112.313(12), Florida Statutes (1989), provides that an advisory board member will not be in violation of the prohibition in Section 112.313(7), Florida Statutes (1989), if:

9.2.2.1. The RFP award is determined by a selection committee, approved by the Purchasing General Manager, to the most advantageous proposer. In addition, the advisory board member is required prior to or at the time of the submissions of the proposal, file a statement with the Supervisor of Elections of Sarasota County, disclosing their interest and the nature of the intended business. The form, which should be used, is entitled Form #2, "Form 3A Interest in Competitive RFP for Public Business," A copy of this form has been provided as part of the online qualifications in the electronic solicitation system. In the event a hard copy is requested, Form #2 will be provided in the Forms Section or you may contact the City of Sarasota Purchasing Division.

9.2.2.2. The advisory board member, their spouse or child is required to have in no way used or attempted to use their influence to persuade the CITY or any of its personnel to enter into such a contract other than by the mere submission of the proposal.

9.2.2.3. The advisory board member, their spouse or child is required to have in no way participated in the determination of the RFP specifications or the determination of the lowest or best proposer.

9.2.3. All of the three- (3) above conditions are required to be satisfied in accordance with the Florida Statutes. The filing of the disclosure form with the Supervisor of Elections of Sarasota County is the sole responsibility of the proposer and must be filed prior to or at the time of submission of the proposal. A copy of the completed disclosure form shall be submitted to the Purchasing General Manager prior to or at the time of submission of the proposal. Failure of the proposer to comply with the provisions of this paragraph may result in the rejection of the proposal.

9.3. The following reasons include, but are not limited to, rejecting proposals or disqualifying Proposers: a Proposer submits more than one proposal for the same work by an individual, firm, partnership, or corporation under the same or different names; evidence of collusion among those making proposals; previous participation by the Proposer in collusive proposals on work for the City of Sarasota; the Proposer submits an unbalanced proposal in which the prices for some items are out of proportion with the prices for other RFP items; there is uncompleted work for which the Proposer is committed by contract which, in the judgment of the CITY, might hinder or prevent the prompt completion of the work under this contract if awarded to such Proposer; any material change in qualification or a material misrepresentation.

9.4. Non-government Conflicts

9.4.1. A proposer shall not submit a response or enter into a contract with the City of Sarasota if the contract would result in the proposer having a conflict of interest. As used herein, the term conflict of interest shall mean:

9.4.1.1. The proposer's contract with another customer or entity will be averse to the interest of the City of Sarasota; or

9.4.1.2. There is a significant risk that the interest of the City of Sarasota will be materially impacted by the proposer's responsibilities to a current customer or entity, a former customer or entity or any other third party.

9.4.2. Notwithstanding the existence of a conflict of interest under paragraph (a), a proposer may submit a proposal and enter a contract with the City of Sarasota if:

9.4.2.1. The proposer reasonably believes that the they will be able to provide competent and diligent representation to each affected customer or entity and.

9.4.2.2. The conflict of interest is not prohibited by law.

9.4.2.3. The proposal or contract does not involve the assertion of a claim by one customer or entity against another represented by the proposer in the same project or other proceeding involving State or Federal agencies: and

9.4.2.4. Each affected customer or entity gives informed consent, confirmed in writing by the Purchasing General Manager.

9.4.3. It shall be the sole responsibility of the Purchasing General Manager to determine if the criteria applicable to a conflict of interest or exception from same have been met.

10. PENALTIES, AND NON-CONFORMANCE TO CONTRACT

10.1. **Products and Supplies Validation**

Items may be tested for compliance with specifications by the Florida Department of Agriculture and Consumer Services or by others acceptable to the City of Sarasota. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statues. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in RFP and/or purchase order may result in proposer being found in default in which event any and all procurement costs may be charged against the defaulting Contractor/Vendor. Any violation of these stipulations may also result in:

The City of Sarasota discontinuing purchases or services from the Contractor/Vendor.

All CITY departments being advised not to do business with the supplier without written approval from the Purchasing Division until such time as supplier reimburses the CITY of all procurement and cover costs.

10.2. **Non-Conformance to Contract (Non-construction)**

If the awarded Contractor/Vendor is not fulfilling the terms of the RFP, to include delivery date, the City of Sarasota will initiate the following procedures:

First Notice: Written warning describing unsatisfactory work rendered or non-performance of term of the RFP. The Contractor/Vendor will be given 10 working days to respond to this notice.

Second Notice: Issuance of a second written notice after ten-business day will assess the Contractor/Vendor a $100.00 penalty fee per day for unsatisfactory work, non-delivery, or non-performance of contract. The fee will not be charged if notice of assessment for unsatisfactory work rendered, non-delivery, or non-performance of contract is made satisfactory within 48 hours of notice. Each day that there is a violation may constitute a separate offense.

10.3. **Attorney's Fees**
Should it become necessary for the CITY to bring any action against the successful proposer to enforce any of the covenants, provisions or conditions of the agreement, the successful proposer will pay all costs attendant thereto, including reasonable attorney's fees to the attorney

11. AWARDS

11.1. The City of Sarasota, Florida, reserves the right to make award(s) by individual item, group of items or services, all or none, or a combination thereof. The CITY reserves the right to reject any and all proposals or to waive any minor irregularity or technicality in the proposals received. Award will be made to the most **responsible** and **responsive** proposer within the evaluation criteria chosen for basis of award.

11.1.1. If multiple evaluations are completed the following process will be followed:

11.1.1.1. The first evaluation will be ranked based on the scores from the selection criteria point values. Points are totaled, and proposers ranked according to each evaluation committee members total points.

11.1.1.2. **Ranking Method.** The City of Sarasota uses the Dense Ranking ("1223" ranking) Method. In dense ranking, items that compare equal receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item's ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee members scores. Thus, if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A gets ranking number 1 ("first"), B gets ranking number 2 ("joint second"), C also gets ranking number 2 ("joint second") and D gets ranking number 3 ("third").

11.1.1.3. Subsequent evaluations will be accomplished by simply ranking the proposers. Point values will not be totaled. Proposals will be ranked in sequential order with one (1) being the highest ranking.

11.2. The CITY reserves the right to award to one or multiple proposers at the discretion of the requesting authority and approval of the Purchasing General Manager.

11.3. In respect to the proposals, the CITY shall make such recommendations to the City Commission, if applicable, as they shall deem proper, at the earliest practicable meeting of the City Commission. The City Commission shall elect to reject all proposals, accept the proposal of the most **responsible** and **responsive** proposer, or re advertise the project for new proposals. In the event the most **responsible** and **responsive** proposal for a project exceeds the available funds, the CITY, may negotiate an adjustment of the proposal price with the most **responsible** and **responsive** proposer, in order to bring the total cost of the project within the amount of available funds.

11.4. Pricing

11.4.1. If alternates are included in the pricing sheets, points will be calculated based on unit pricing of the base bid.

11.4.2. If used, pricing will be calculated using the following formula: The Proposer with the lowest Price Proposal will be awarded the maximum score of listed above. All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer's Price Proposal) x Maximum points. Score For example, the maximum score available for price is 25. If the lowest proposed Price Proposal is $150,000.00 that Proposer will receive the full 25 points. Another Proposer with a Price Proposal of $160,000.00 will receive points calculated as follows: $ 150,000.00/ $160,000.00 = .9375

11.4.3. The Purchasing General Manager reserves the right to waive the scoring of pricing using the standard formula and allow subjective scoring by the RFP Committee members. The Purchasing General Manager reserves the right to eliminate the pricing category after proposals are received.

11.5. Exception Scoring RFP Proposal (Non-CCNA Only)

11.5.1. If only one proposal is received the RFP Committee may choose to accept the proposal without scoring, provided:

11.5.1.1. The proposal meets economic factors beneficial to the CITY

11.5.1.2. The proposal specifications and scope of work are acceptable to the Committee and the Project Manager.

11.5.1.3. A supermajority vote of the Committee.

11.5.1.3.1. Supermajority vote to accept proposal.

11.5.1.3.2. A majority acceptance vote will require the proposal to be scored.

11.5.1.3.3. A single proposal may be rejected with a majority of negative vote

11.5.1.3.4. Vote must be documented on a letter approved by the Purchasing Division.

12. PAYMENTS

12.1. **Florida Prompt Payment Act**
When the work has been completely performed by the Contractor/Vendor and approved by the Department Director, the unpaid balance for completed work of the contract, less any sums that may be deducted will be paid in accordance with the Florida Prompt Payment Act.

12.2. **Progress Payments**
Progress payments may be made for partial delivery of a product or partial completion of service. Progress payments will be done in accordance with the final contract or agreement.

13. SAMPLES

13.1. Samples of items when called for must be furnished free of expense on or before RFP opening time and date, and, if not destroyed, may, upon request, be returned at the proposer's expense. Each individual sample must be labeled with proposer's name, manufacturer's brand name and number, RFP number and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after RFP opening date. If instructions are not received within this time, the City of Sarasota shall dispose of the commodities.

14. PREFERABLE PRODUCTS

14.1. **Environmentally Preferable Products**
The City of Sarasota is committed to the procurement of products and services that minimize negative environmental and social impacts and emphasize long-term values. Preference shall be given to products and services that have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

14.2. **Buy America**

The City of Sarasota is committed to the procurement of products and services that are produced or manufactured in America. We encourage all Contractor/Vendors to buy American made materials and products.

15. PROFESSIONAL STANDARDS

15.1. The successful proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable

15.2. In the event the successful proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City Manager may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.

15.3. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the agreement.

15.3.1. The successful proposer warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the successful proposer, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the successful proposer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City Manager shall have the right to terminate the agreement without liability and at his discretion to deduct from the agreement price of otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

16. MINIMUM REQUIREMENTS

16.1. Previous experience in the performance of projects of a similar nature.
16.2. The individuals/firm warrants that they are fully qualified, with adequate personnel, resources, and experience to undertake the services required within a reasonable timeframe.
16.3. Registered under the State of Florida to perform the services required for this project. Registration Certificate to be provided by the Florida Department of State, Division of Corporations, establishing your firm as eligible to conduct business in the State of Florida. Please refer to website: www.sunbiz.org

END OF SECTION

CITY OF SARASOTA
Local Preference and Ties
TERMS AND CONDITIONS
Version 03.17.20
CMR-Design Build-Standard RFP

This document contains the requirements to qualify as a local vendor/contractor for the benefit of local preference. This document also contains procedures on how tie bids will be handled, as well as recommendations for local hiring practices.

Vendors/contractors do not have to be a local vendor/contractor to submit a solicitation response.

1. LOCAL PREFERENCE, LOCATION POINTS, AND TIE BREAKERS

Note: Local preferences do not apply to Local Agency Program, Federal Funded projects, where prohibited by grant funding. Does not apply to CCNA.

PLEASE READ CAREFULLY

1.1. **Definitions:**

1.1.1. Local city business means the vendor has (i) a valid Local Business Tax Receipt, issued by the City of Sarasota at least one year prior to a bid or proposal submission, to do business within the City of Sarasota that authorizes the business to sell goods or services or to engage in construction, and (ii) a physical non-residential business address located within the City of Sarasota from which the vendor is operating or performing its business, and at which it maintains full-time employees who receive from the local business a regular paycheck from which deductions are made for employment related payroll taxes, including but not necessarily limited to social security and medicare.

1.1.2. Local county business means the vendor has (i) a valid Local Business Tax Receipt, issued by Sarasota County at least one year prior to a bid or proposal submission, to do business within Sarasota County that authorizes the business to sell goods or services or to engage in construction, and (ii) a physical non-residential business address located within Sarasota County from which the vendor is operating or performing its business, and at which it maintains full-time employees (as defined in City of Sarasota Purchasing Ordinance) who receive from the local business a regular paycheck from which deductions are made for employment related payroll taxes, including but not necessarily limited to social security and Medicare.

1.1.3. Non-local business means any vendor that does not meet either the definition of local city business or local county business.

1.1.4. In order to be eligible for local preference, the vendor must provide a copy of the occupational license/Business Tax Receipt

1.2. **Local Preference (NON CCNA)**

1.2.1. Request for proposals, qualifications or other submittals and competitive negotiation and selection. For all other competitive solicitations in which specified factors used to evaluate the responses from vendors are assigned point totals, the City Commission, or its purchasing designee, shall give a preference to a local city business or local county business by giving additional points to each as follows: ten (10) additional points (out of 100) to a local city business, and five (5) additional points (out of 100) to a local county business.

2. Ties

2.1.1. The Evaluation Committee may choose to resolve a tie using the criteria below or require additional materials or interviews as the Committee so determines.

2.1.2. In the event of any tie (in the ranking criteria), after the above listed preferences or location points are calculated, the following may take effect:

2.1.3. If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that has the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.

2.1.4. If there is a tie (two or more firms) having the same number of 1st and 2nd place rankings the following will take effect.

2.1.5. Between a local city or county business, and a non-local business, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local city or county business.

2.1.6. In the event of any tie between a local city business and a local county business, the local city business shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

2.1.7. In the event of any tie between a local city business and another local city business, or a local county business and another local county business, the local vendor with the greatest number of full-time employees (full-time employee as defined in City of Sarasota Procurement Ordinance 12-5009) working in the City of Sarasota or Sarasota County respectively, shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

2.1.7.1. In the event of any tie between a local city business and another local city business, or a local county business and another local county business and has the same number of full time employees the local vendor with a Drug Free Work Place program in accordance with Section 287.087, Florida State Statutes, shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

2.1.7.2. Preference must be given to vendors submitting a certification with their bid proposal certifying they have a drug-free work place in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

2.1.7.3. Preference shall be given to businesses with drug-free work place programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that is has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free work place program. In order to have a drug-free work place program, a business shall:

2.1.7.4. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.

2.1.7.5. Inform employees about the dangers of drug abuse in the work place, the business policy of maintaining a drug-free work place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

2.1.7.6. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in section 43.3.7.4.

2.1.7.7. In the statement specified in section 43.3.7.4, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

2.1.7.8. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

2.1.7.9. Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

2.1.8. In the event of any tie between a local city business and another local city business, or a local county business and another local county business, and has the same number of full time employees and the local vendor has a Drug Free Work Place program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who shall be awarded the contract or receive the first opportunity to negotiate, as applicable

2.2. **Local Hiring**

The City of Sarasota local hiring initiatives do apply to the awarded bidder(s). The City of Sarasota encourages all Contractors/Vendors to hire local residents for all bids, quotes, proposals, and solicitations within the Sarasota area. Suncoast Workforce will assist the company awarded the bid with these efforts. Please be aware it is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to employ local residents before any other person, when hiring additional employees needed to complete proposed work to be performed.

Suncoast Workforce Board Inc.
DBA Career Source Suncoast
3660 N. Washington Blvd.
Sarasota, FL 34234
Phone: 941.358.4200
Fax: 941.358.2820

City of Sarasota
Submittal Acknowledgement

Solicitation Number: 22-38BK

Solicitation Title: Financial Advisor

Company Name:

Company Address:

Company City: Company State: Company ZIP:

Contact Name:

Contact Phone Number (include area code):

Contact Email (Required):

Are you claiming local preference: ☐ Yes/ ☐ No If yes, you must include this in your profile setup.

(1) Employer Identification Number -or- (2) Social Security Number: ** The City of Sarasota collects your social security number for tax reporting purposes:

In submitting this Solicitation, the respondent makes all representations required by the Instructions to respondent and further warrants and represents that: Respondent has examined copies of all the Solicitation Documents and acknowledges that all addenda have been reviewed.

Addendum No. through Addendum No.

City of Sarasota, Sarasota, Florida
In the event of an emergency, Respondent will provide priority service for the City of Sarasota.
CONTINUITY OF OPERATION DURING EMERGENCY? YES ☐ NO ☐

The undersigned, as Respondent, hereby declares that no person or other persons other than the undersigned are interested in this Solicitation as Principal, and that this Solicitation is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the specifications for said service for the prices as listed on the previous pages.

THIS FORM MUSE BE SIGNED BY A PERSON AUTHORIZED TO ENTER INTO CONTRACTS FOR THE COMPANY.

Name of Respondent (Print or Type)

Title of Respondent

Signature of Respondent

Your firm must be authorized to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*.

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME, FIRST NAME, MIDDLE NAME	OFFICE POSITION HELD
MAILING ADDRESS	AGENCY
CITY ZIP COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by 112.313(12)(b), Florida Statute (1983))

1. The competitive bid to which this statement applies has been/will be (strike one) submitted to the following government agency:

2. The person submitting the bid is: Name Position

3. The business entity with which the person submitting the bid is associated is:

4. My relationship to the person or business entity submitting the bid is as follows:

5. The nature of the business intended to the transacted in the event that this bid is awarded is as follows:
   a. The realty, goods and/or services to be supplied specifically include:
   b. The realty, goods and/or services will be supplied for the following period of time:
   c. Will the contract be subject to renewal without further competitive bidding? ☐ Yes ☐ No if so, how often? ssss

6. Additional comments:

7. Signature Date Signed Date Filed

FILING INSTRUCTIONS

If you are a state officer or employee required disclosing the information above, please filing this form with the Secretary of State at the Capitol, Tallahassee, Florida 32301. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $5,000.00.

Employees:

City Residents: the employee's residence is located within the City of Sarasota City limits

County Residents: the employee's residence is located within Sarasota County, but outside the City of Sarasota City limits.

Non-Local Residents: the employee's residence is located outside Sarasota County

DBE/DPP: The full time employees that are considered to be minority, female gender or have a veteran status.

Full-time Employees: The employee works greater than 30 hours per week or greater than 1560 hours per year.

Part-time Employees: The employee works less than 30 hours per week or less than 1560 hours per year.

Expected New Hire Employees: Employees expected to be hired to complete the work specified in this proposal.

Employee Residence Statistics: List number of employees in each category

	City Residents	County Residents	Non-Local Residents	DBE/DPP	TOTAL
Current Full-time Employees					
Current Part-time Employees					
Expected New Hire Full-time Employees					
Expected New Hire Part-time Employees					
Sub-Contractor's Full-time Employees					
Sub-Contractor's Part-time Employees					

SUBCONTRACTORS LIST

Subcontractor/Subconsultant Name	Area of Work	Point of Contact Or Project Supervisor	Phone Number and Email	Qualified MBE Yes/No	Amount or Percentage of Total Bid

Please include subcontractors/subconsultants name, area of work (i.e. mechanical, electrical, etc..) and a **valid** phone number and email. Also include the dollar value or percentage that the subcontractor will be performing. If subcontractors qualify as MBE contractors, provide a copy of the State of Florida certification for each subcontractor/subconsultant listed certified in accordance with Section 287.0943 or 287.0943(1), Florida Statutes.

Contractor/Vendor References

Name of Company Submitting bid:

References

Contact Person & Title:			
Email Address:		Phone No.	
Company Name:		Fax No.	
Mailing Address:			
City:		State:	Zip
Type of commercial work contracted:			

Contact Person & Title:			
Email Address:		Phone No.	
Company Name:		Fax No.	
Mailing Address:			
City:		State:	Zip
Type of commercial work contracted:			

Contact Person & Title:			
Email Address:		Phone No.	
Company Name:		Fax No.	
Mailing Address:			
City:		State:	Zip
Type of commercial work contracted:			

Contact Person & Title:			
Email Address:		Phone No.	
Company Name:		Fax No.	
Mailing Address:			
City:		State:	Zip
Type of commercial work contracted:			

Three of the references above will received electronic surveys from the Purchasing Division. Email addresses are required. Please ensure that your references are willing to complete the electronic survey. Failure to received survey results may result in your company being declared nonresponsive.

PROJECT DESCRIPTION, AND SCOPE OF WORK

Proposers shall review the September 30, 2021, Annual Comprehensive Financial Report offered on the City website to gain an understanding of the City, its debt structure, and financial position.

The Financial Advisor shall provide comprehensive financial advisory services to the City. Upon written notice from the City, the Financial Advisor shall perform the following services subject to the conditions and in consideration of payments as hereinafter set forth:

A. **Debt Issue Development and Sales Services-** The Financial Advisor shall perform the following services for a debt offering (Issue) when authorized by the City.

1. **Planning and Development Phase**

a. Research and advise the City on aspects of tax exemption and arbitrage in cooperation with the City's legal counsel and bond counsel. Assist in obtaining Internal Revenue Service rulings, if necessary.

b. Assist in the preparation and analysis of feasibility studies in cooperation with City Officials and administrative staff, bond attorneys, accountants, architects, engineers, and other professionals as requested by the City.

c. Carefully analyze the financing to determine the best methods of strengthening its marketability consistent with current economic and capital market conditions and increasingly stringent rating agency criteria. This may involve the use of municipal bonds insurance, surety bonds, letters of credit or other credit enhancement devices.

d. Perform a comprehensive analysis to determine the best possible plan to finance.

e. Consult with Moody's, Standard & Poor's, Fitch, and other rating agencies as appropriate with regard to the proposed financing and assist in obtaining the most favorable rating possible. Prepare the City thoroughly for any necessary rating presentations and participate in those meetings.

f. Provide assistance and recommendations with the selection of ancillary service providers such as registrar, trustee, and printer.

g. Act as a liaison with bond counsel and coordinate other professionals

providing information in connection with the proposed financing.

h. Prepare a timetable of events for all concerned leading to the successful sale and delivery of an offering.

i. Testify at validation hearings, as requested.

2. Marketing Phase

a. Advise on the appropriate terms and conditions of the sale, including maturity schedule, underwriter discount, redemption provisions, interest rate bidding requirements and basis for award.

b. Advise on the timing of the bond sale, taking into consideration such factors as changing economic conditions, current and projected market trends, and convenience to the City.

c. Coordinate with bond counsel the preparation of authorizing resolutions and other documents involved in the sale of bonds or other methods of financing. Assist in publicizing the issue in advance with an Official Statement, Notice of Sale, Bid Forms, and such other means necessary and advisable to develop nationwide public and institutional interest.

d. Assist the City in meeting full disclosure requirements and conforming to suggested guidelines when preparing the Official Statement either as an advisor or principal author.

e. Distribute the Official Statement to potential purchasers of the City's securities across the nation. Directly contact those lead underwriters most likely to be syndicate managers. Maximize efforts to market the City's debt issuance most effectively.

f. Conduct informational meetings with the investment community, including investment bankers (dealers and dealer banks) and institutional investors (banks, bank holding companies, and insurance companies), if necessary, to establish bidding interest on this offering.

g. Advertise any competitive bid, bond sale in nationally prominent financial publications, in addition to coordinating local publication requirements.

h. In the event of a competitive bid, attend the bid opening to assist with the verification and evaluation of bids and recommend the most favorable bid for award.

3. Bond Closing Phase

a. Direct bond-closing details, including coordination with bond counsel in order to ensure delivery in the shortest possible time frame.

b. Furnish prompt, complete reinvestment analysis so that maximum earnings will result from investing bond proceeds, in addition to assisting staff and the architect/engineer with establishing schedule for drawdown of funds, if any.

c. Direct, coordinate and supervise preparation of the transcript and provide the City with bond and interest records showing required semiannual payments and other information relevant to the completed financing.

d. Solicit bids on investment of idle funds, if requested.

B. **Work Products -** The Financial Advisor shall provide the following work products for each competitive and negotiated debt offering.

1. Presale Analysis

2. Offering Statement

3. Post-sale Analysis

4. Such other analyses, cash flow projections and materials necessary for financial planning and bond sale purposes.

C. Other Services

1. Assist the City in such non-debt offering areas of financial management as the City may from time to time request pursuant to the Request for Proposal.

2. Attend City Commission meetings and other scheduled City meetings as requested, with reasonable advance notice.

3. Provide other financial services as requested.

D. Contract Date and Term:

1. The effective date for the contract shall be January 1, 2023.

2. The initial term of the contract agreement shall be for three (3) years. It may be renewed for up to two additional one-year renewal terms upon mutual agreement.

SUBMISSION FORMAT AND EVALUATION

SUBMISSION FORMAT AND CONTENT OF RFP:

Proposal submissions are to include the information as listed below. Proposers are cautioned that failing to submit any of the requested information may result in proposal being deemed unresponsive.

A. Title Page

Show the name of proposer's agency/firm, address, telephone number, name of contact person, date and the subject: REQUEST FOR PROPOSAL FOR FINANCIAL ADVISORY SERVICES

B. Table of Contents

Include a clear identification of the material by section and by page number.

C. Cover Letter and Executive Summary

This letter should be signed by the person in your firm who is authorized to negotiate terms, render binding decisions, and commit the firm's resources.

Summarize the proposer's understanding of the work to be done and make a positive commitment to perform the work in accordance with the terms of the proposal being submitted. This section should summarize the key points of your submittal. In addition, you must include a statement that your firm understands that if selected as financial advisor, your firm is prohibited from proposing any financing transactions or serving as underwriter or swap counterparty for any City of Sarasota financing for the duration of the contract and may not terminate the contract to do so. (Limit this to two pages.)

D. Firm Overview

Provide a brief description of how your firm is organized, including the businesses in which it is engaged, the location of offices, the number of public finance professionals in each office, and the role of the municipal department in your firm. Indicate your firm's commitment to the municipal bond industry and comment on any recent significant changes in your organization. Include a discussion of the specific expertise and services that distinguish your firm.

E. Personnel and References

Provide the names, proposed roles, background and experience, office location and availability of the personnel that would work on the City's account, and

specifically identify the primary person(s) who will be responsible for managing the relationship with the City of Sarasota. Identify who will provide any computer financial analysis services. For the proposed personnel, provide a list of five clients worked with in the last 36 months; a brief description of the type and size of transaction and the services you provided; and the names, titles, addresses and telephone numbers of the government officials primarily responsible for the transactions. You should only list clients and transactions which are similar to financings contemplated by the City (i.e., taxable or tax-exempt new money issues, variable rate financings, refundings, derivatives, etc.). Also include a list of your personnel's experience in the State of Florida and provide three additional client references for your firm.

F. Long-term Strategic Financial Planning Experience

Provide a description of your proposed personnel's relevant experience over the last three years. Include three case studies, if available, that illustrate your experience with relevant services where the proposed personnel have served as financial advisor.

G. Tax-Exempt New Money and Derivative Product Experience

Describe your proposed personnel's relevant experience over the last three years. Include three case studies, if available, that illustrate your experience with relevant transactions where the proposed personnel have served as financial advisor.

H. Taxable Financing Experience

Describe your proposed personnel's relevant experience over the last three years. Include three case studies, if available, that illustrate your experience with relevant transactions where the proposed personnel have served as financial advisor.

I. Advance and Current Refunding Experience

Provide a description of your proposed personnel’s relevant experience over the last three years. Include three case studies, if available, that illustrate your experience with relevant services where the proposed personnel have served as financial advisor.

J. Market and Pricing Information

Describe your firm's knowledge, experience and resources in tracking and monitoring the tax-exempt and taxable bond markets, including fixed rate,

variable rate, swaps and other derivative products, and the government securities market. Include a discussion of your firm's participation in underwriting tax-exempt and taxable bonds, acting as a principal in swap transactions, and providing investment services. Also discuss your process for ensuring that the City of Sarasota receives the best price for any bonds, financings involving swaps and other derivative products, and any escrow securities as part of any refunding. Include a discussion of how you evaluate the success of any pricing.

K. Disciplinary Action

List any and all disciplinary action, administrative proceeding, malpractice claim or other like proceeding against your firm or any of its personnel relating to your firm's services as financial advisor current, pending or occurring in the last five (5) years.

L. Cost Proposal and Reimbursement for "Out-of-Pocket" Expenses

1. Cost Proposal

Present a concise list of the scope of services and the work products that your firm proposes to provide. Given your proposed scope of services and work products, discuss your proposed fee arrangement *based on each of the following alternatives:*

a. Compensation on a fixed annual cost, payable monthly.

b. Compensation on a time and expense basis, with a list of hourly billing rates for the proposed personnel and any proposed increases in such rates during the term of the contract, and the types of reimbursable expenses with proposed charges.

c. Compensation on a cents-per-bond or per $1,000 of notional amount basis to be paid on a contingent basis for specific financing issues.

Fees will be subject to adjustment based upon assignment, by the Financial Administration Director, of more than one firm to a single project. Any omissions or ambiguities will be construed most favorable to the City.

2. Reimbursement of "Out-of-Pocket" Expenses

The City shall reimburse for "Out-of-Pocket" expenses upon proper invoice rendered with appropriate receipts attached. Such expenses include postage, air express charges, fax, reproduction, and related costs necessarily incurred as Financial Advisor. Such expenses will be paid from legally available

funds of the City. Travel expenses related to performance of the services to the City, and approved in advance by the City, **will** be reimbursed in accordance with the City's travel policy. Any costs incurred by Financial Advisor which are not specifically provided for herein shall be the expense of Financial Advisor.

EVALUATION CRITERIA AND PROCEDURES

The City will evaluate proposals and will select the proposal, which meets the best interests of the City. An Evaluation Committee, of five members, will evaluate responses. Evaluation Criteria has been established and for which a total score of One Hundred (100) is possible. Each member will assign a score value for each criteria, from which a ranking will result. One (1) being the highest ranked firm deemed by the Selection Committee as the most responsive and responsible proposal submitted and recommended in the City's best interests. The City's decision will be final.

The following criteria shall be utilized in the evaluation of the proposals:

1. Qualifications of the Company: includes company qualifications and information, company introduction and executive summary.

2. Personnel: Personnel qualifications.

3. Services & References: Experience in similar work, including governmental experience.

4. Proposal Requirements: Technical ability of the firm to perform the required services. Independence of proposer in bond dealings

5. Pricing: Cost of product or services. Each Evaluation Committee Member will determine the score value to be assigned for pricing; based on their assessment of the information requested in the scope of services, as described in Section L “Cost Proposal and Reimbursement for ‘Out-of-Pocket’ Expenses”.

RFP # 22-38BK: Financial Advisor

Category	Category Title	Category Description	Proposal Tab(s)	Points
1	Qualifications of Company	Includes company qualification and company information. Company Introduction and Executive Summary.	Tab I and II	20
2	Personnel	Personnel qualifications.	Tab III	15
3	Services/References	Services (past projects) and references that support your comments on the products or services you provide. Past customers related experience with your company.	Tab IV and V	15
4	Proposal Requirements	Details on how you plan to provide your products or services based on the specifications or scope of work provided in this solicitation or proposal request.	Tab VI	25
5	*Pricing	Cost of product or services. Each Evaluation Committee Member will determine the score value to be assigned for pricing; based on their assessment of the information requested in the scope of services, as described in Section L "Cost Proposal and Reimbursement for 'Out-of-Pocket' Expenses".	Tab VIII	25
			Total Score	100

Scoring categories correspond to proposal tabs as set in the Terms and Conditions

RFP PRICING FORM
RFP 22-38BK Financial Advisor

Item #	Description	Initial Contract Period		
		Year 1	Year 2	Year 3
1	Compensation on a fixed annual cost, payable monthly.	$	$	$
2	Compensation on a time and expense basis, with hourly rates for proposed personnel.			
	President -or- Senior Vice President	$	$	$
	Vice-President	$	$	$
	Assistant Vice-President	$	$	$
3	Compensation on a cents-per-bond or per $1,000.00 of notational amount basis to be paid on a contingent basis for specific financing issues.			
	Debt Issue Development and Sales Service			
	Debt Issue $ x.xx / $1,000 from $1 - 25 million	$	$	$
	" " $ x.xx / $1,000 from $25 - 50 million	$	$	$
	" " $ x.xx / $1,000 from $50 - 75 million	$	$	$
	" " $ x.xx / $1,000 from $75 - 100 million	$	$	$
	" " $ x.xx / $1,000 from $100 million *Plus*	$	$	$
	Sales Service $ x.xx / $1,000 from $1 - 25 million	$	$	$
	" " $ x.xx / $1,000 from $25 - 50 million	$	$	$
	" " $ x.xx / $1,000 from $50 - 75 million	$	$	$
	" " $ x.xx / $1,000 from $75 - 100 million	$	$	$
	" " $ x.xx / $1,000 from $100 million *Plus*	$	$	$

NOTE: ALL RATES SHOWN ABOVE ARE NEGOTIABLE UPON CONTRACT RENEWABLE, SUBJECT TO THE SAME TERMS AND CONDITIONS AND SUBJECT TO AVAILABLE FUNDING.

Question and Answers for Bid #22-38BK - Financial Advisor

Overall Bid Questions

Question 1

1. Could you clarify which outline you want the respondents to use? There seems to be one starting on page 21 and another starting on page 46.

2. Where can we find the Price Proposal Form? It is was not in the Proposal Bid packet nor on documents/line item section.

3. The RFP refers to Form #8, is that considered the Reference Form included in the bid packet titled Supplier Response Form Contractor/Vendor References? **(Submitted: Jul 7, 2022 7:40:19 AM EDT)**

Answer

- 1. All proposal responses shall be prepared as outlined in the Terms and Conditions, Section 5, Ã¢ÂÂœProposal SetupÃ¢ÂÂ (pages 21 to 24). There is information requested in Section 5 that is to be provided, in addition to that which is requested on pages 46 to 48.

The information requested in the scope of services, starting on page 46 through and including page 48, are to be placed in the respective areas identified in Section 5 of the Terms and Conditions.

For example, for the information requested on pages 46 to 48:

INFORMATION REQUESTED RELATED TABS IDENTIFIED IN TERMS AND
PAGES 46 TO 48 CONDISTIONS, SECTION 5 PROPOSAL SETUP

A. Title Page see pg. 21, directions given/ five paragraphs
B. Table Contents see pg. 21, directions given/ five paragraphs
C. Cover Letter Exec Summary see Tab I, page 22
D. Firm Overview see Tab II, page 22
E. Personnel/ References see Tab III Personnel, Tab IV References
F. Long Term Financial Planning Experience see Tab Tab II.1.k Qualifications - Company
G. Tax-Exempt New Money and Derivative Product Experience see Tab II.1.k Qualifications - Company
H. Taxable Financing Experience see Tab Tab II.1.k Qualifications - Company
I. Advance & Current Refunding Experience see Tab Tab II.1.k Qualifications - Company
J. Market & Pricing Information see Tab Tab II.1.k Qualifications - Company
K. Disciplinary Action see Tab VI, page 24
L. Cost Proposal and Reimbursement for "Out of Pocket" Expenses see Tab VIII, page 24

2. The Price Proposal Form has been included as part of this Addendum. Pricing shall be provided for each of the three years which comprise the initial term of this contract.

3. Yes, that is correct. **(Answered: Jul 14, 2022 11:12:51 AM EDT)**

Question 2

In regards to the RFP there seems to be two sets of instructions/ questions to respond to: Page 22 beginning with Executive Summary and then Page 46 beginning with Submission Format, which seems more geared toward responses for a Financial Advisor RFP.

While some of the requested information is similar, I want to be sure if we should supply responses to both sections? **(Submitted: Jul 7, 2022 3:17:24 PM EDT)**

Answer

- Please refer to the answer given to Question #1. **(Answered: Jul 14, 2022 11:12:51 AM EDT)**

Question 3

1) Title Page – Can you confirm what information we should include on the title page? Section 5, Page 21 asks for the following: the Company Name, Number and Title of the Request for Proposal and Due Date of Proposal while page 46. Title Page section asks for the name of proposer's agency/firm, address, telephone number, name of contact person, date and the subject: REQUEST FOR PROPOSAL FOR FINANCIAL ADVISORY SERVICES

2) Cover Letter/ Executive Summary – Can you confirm if the Cover Letter/ Executive Summary is limited to one page or two pages? Section 5, Tab II, Page 22 states “One page summary” and page 46. Cover Letter and Executive Summary section states “Limit this to two pages.”

3) Personnel and References – page 46. Personnel and References section asks to “provide three additional client references for your firm.” Are you requesting three client references in addition to the four client references asked for in Section 5, Tab V. References, page 23 on Form #8? If you would like three additional client references, should we include those references in the proposal within Tab V. References separate from the References Form #8?

4) Sections F, G, H and I, page 47 – Sections F, G, H and I each request three case studies. Can you confirm that you are requesting 12 total case studies? Or can we provide case studies **(Submitted: Jul 19, 2022 4:33:18 PM EDT)**

Answer

- answer to Question 3.1: the title page shall include the following information: company name, company address, company telephone number, name of contact person, reference to RFP both by number and title "RFP 22-38BK Financial Advisor".

answer to Question 3.2: please limit the Cover Letter/ Executive Summary to two pages.

answer to Question 3.3: please provide a total of four (4) references on form #8, for similar services provided by your company.

answer to Question 3.4: It is not required that a total of three (3) "case studies"/ instances be provided for each Section (F, G, H, or I). "case studies"/ documented experience is to be provided for those personnel with experience in providing the requested service, as applies to each Section. if it happens to be that there are at least three (3) instances where that has happened, they are to illustrate those three instances. if there is only one instance, then only one need be documented. if there aren't any instances, a statement to that effect should be made saying as much. **(Answered: Jul 20, 2022 9:18:09 AM EDT)**

Legislation Details (With Text)

File #:	23-69	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	1/24/2023			**In control:**	City Council
On agenda:	2/14/2023			**Final action:**	
Title:	Approve the current Code Enforcement Lien Reduction for the property located at 24-36-32-27-*-3 & 24-36-32-27-*-5, the Code Enforcement Board recommended that the lien be reduced to $1,000.00, staff recommended it be reduced to cost $3,592.85. The Code Board reduced the amount to $1,000.00 with no discussion. Staff recommendation is $3,592.85. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	LR Application.pdf Staff Report for Lien Reduction-Barfield.pdf Cost Affidavit Form -Barfieldxlsx.pdf BPA.pdf Signed Board Order.pdf Signed Fine-Lien.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 24, 2023
Agenda Date: February 14, 2023
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier IV, (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien Reduction for the property located at 24-36-32-27-*-3 & 24-36-32-27-*-5, the Code Enforcement Board recommended that the lien be reduced to $1,000.00, staff recommended it be reduced to cost $3,592.85. The Code Board reduced the amount to $1,000.00 with no discussion. Staff recommendation is $3,592.85.

BACKGROUND:

CASE # 19-0495

The Code Enforcement Board held a public hearing on **9/19/2019**, at which time the Board found the owner, **Barfield Contracting & Association Inc.** in violation of the following:

- Business Tax, Sec. 12-1 (a)(b)
- Permit Required (Fences), App. A Art. XIII Sec. 5 (c)

- Permit Required, App. A Art. XV Sec. 2 (a)

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective **1/23/2020.** The lien ran at **$75.00** per day from **11/19/2019** until compliance was achieved on **9/27/2022**. Code records show onsite inspections were conducted by Officer Murdick and Gonzalez, and I. The case was closed leaving a fine of $63,030.00.The current owner, **Barfield Contracting & Association Inc.**, is requesting that the lien be reduced to **$0 Zero**

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No, vacant lot**
- The number of violations related to the subject lien; **Three**
- Number of Inspections performed: **31**
- Property Taxes: **Taxes paid through 2021, 2022 is outstanding**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **1/17/2023 and was incompliance before Code Board Hearing. An inspection will occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$9,970** according the Brevard County Property Appraiser as a vacant residential lot.

Staff submits their cost sheet and the in the total amount of **$3,592.85**

Staff's recommendation is that the fine/lien be reduced to **$3,592.85** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Per the City Code, this is only a recommendation to the City Council. If the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one-year period of time.

STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting January 19, 2023, recommended that the lien be reduced to $1,000.00

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien Reduction for the property located at 24-36-32-27-*-3 & 24-36-32-27-*-5, the Code Enforcement Board recommended that the lien be reduced to $1,000.00, staff recommended it be reduced to cost $3,592.85. The Code Board reduced the amount to $1,000.00 with no discussion. Staff recommendation is $3,592.85

Application # CE - 19 - 495

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

$20.00 CK

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received

RECEIVED
MAR - 8 2022
BY:

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 12/14/21

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting*

Company (if applicable): Barfield Contracting & Assoc. Inc

Name: Kevin Barfield

Mailing Address: 223 Willard St.

City: Cocoa State: Fl. Zip Code: 32922

Phone #: 321.454.4531 Fax #:

Mobile #: 321.536.0016 E-mail:

3. **Property Owner Information:** ** Check here if same as Applicant →* ☐
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): Barfield Contracting & Assoc. Inc

Name: Kevin Barfield

Mailing Address: 223 Willard St.

City: Cocoa State: Fl Zip Code: 32922

Phone #: 321.454.4531 Fax #:

Mobile #: 321.536.0016 E-mail:

4. **Information for property on which lien occurs:**

Street Address and Location: 2424473 & 2424472

Parcel ID:

24-36-32-27-□□□□□.□3-

□□□□.□□

Tax Account Number:

2424472

Existing Use(s) on Property: Empty Vacant lot

Proposed Use(s) on Property: Commercial office/storage

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies?

Nature of Violation(s) Over grown grass/Fence

Date Fine or Lien Imposed: Daily per day Amount of Fine $5,000

Have the violation(s) on the subject property been corrected: Yes / No (Circle one)

Date upon which the subject property was brought into compliance: _____

5. **Please provide the following information:**

Code enforcement case number: _____

Were you the property owner at the time the lien was imposed? (Yes) / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: (Yes) / No (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board Yes / No (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:
the fence was already existing & only Replaced Fence in same location. the Fence had been torn Down From Homeless/Drug use on location. please see Attached NOTE:

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:
property has been cleared. cleaned from homeless TRASH, TENTS, DRUG Needles, clothing, DIAPERS

Amount you are requesting that the lien be reduced to: $0

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

6. **Please submit the following items in order complete the application:**

   a. ☐ **Notarized application.**

   b. ☐ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☑ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. Signatures and Notarization.

STATE OF Florida COUNTY OF BREVARD. I, Marybeth Winterbottom being first duly sworn, depose and say that:

☑ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

Notary Public State of Florida
Mary Beth Winterbottom
My Commission GG 222160
Expires 09/28/2022

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☑ OR Produced Identification ☐

Type of I.D. Produced _____

Marybeth Winterbottom
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 16th day of December 20 21

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
1/17/2022

LIEN REDUCTION REQUEST FOR
24-36-32-27-*-3 & 24-36-32-27-*-5

CASE # 19-0495

The Code Enforcement Board held a public hearing on **9/19/2019**, at which time the Board found the owner, **Barfield Contracting & Association Inc.** in violation of the following:

- Business Tax, Sec. 12-1 (a)(b)
- Permit Required (Fences), App. A Art. XIII Sec. 5 (c)
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Staff's recommendation is that the fine/lien be reduced to **$3,592.85** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

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Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-19-0495 **Date: 12/28/22**

BARFIELD CONTRACTING & ASSOCIATES INC

Site Address: 24-36-32-27-*-3 & 24-36-32-27-*-5

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$35.06, Coordinator-$36.06, Manager-$48.54, Chief-$69.71 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	22	0.75	$35.06	$578.49
2	Code Manager	9	0.75	$48.54	$327.65
3					
				Total A1	$906.14

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	24	0.5	35.06	$841.44
2	Code Manager	7	0.5	48.54	$339.78
3					
				Total A2	$1,181.22

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	19	$36.06	$685.14
2	City Attorney	Case Duties	2	$150.00	$300.00
3	Chief	Board Hearings	2	$69.71	$139.42
4					
5					
				Total A3	$1,124.56

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	472	$0.35	$165.20
2	Large Envelope	52	$0.64	$33.28
3	Standard Envelope	12	$0.10	$1.20
4	Color Photo Prints	200	$0.55	$110.00
5	Standard Mail	9	$0.55	$4.95
6	Certified Mail	5	$5.26	$26.30
7	Recording Fees	4	$10.00	$40.00
8				
9				
			Total B	$380.93

C. Total Amount of Cost (A1+A2+A3+B): $3,592.85

Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700
https://www.bcpao.us

Account	2424472
Owners	Barfield Contracting & Associates Inc
Mailing Address	223 Willard St Cocoa FL 32922
Site Address	Not Assigned
Parcel ID	24-36-32-27-*-3
Property Use	1000 - Vacant Commercial Land
Exemptions	None
Taxing District	23D0 - Cocoa
Total Acres	0.46
Subdivision	Hendrys Resubd
Site Code	0001 - No Other Code Appl.
Plat Book/Page	0009/0002
Land Description	Hendrys Resubd Lots 3,4



VALUE SUMMARY

Category	2018	2017	2016
Market Value	$9,060	$8,640	$8,640
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$9,060	$8,640	$8,640
Assessed Value School	$9,060	$8,640	$8,640
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$9,060	$8,640	$8,640
Taxable Value School	$9,060	$8,640	$8,640

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
10/19/2018	$13,000	WD	Vacant	8294/1591
03/27/2015	$11,000	WD	Vacant	7334/0716
11/20/2012	--	CT	Vacant	6743/0940
09/05/2006	$200,000	WD	Improved	5695/8044
06/01/1998	--	QC	Improved	3859/1946
03/01/1992	--	QC	Improved	3188/4446
04/12/1985	$28,500	WD	--	2592/0448
02/28/1977	$9,000	--	--	1717/0498
12/01/1967	$1,000	--	--	0991/0880

No Data Found

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 19-495

THE CITY OF COCOA
A Florida Municipal Corporation,
Complainant,

vs.

Barfield Contracting & Associates Inc
Owners of the Property located at:
Adj Pineda & Fern St.
Cocoa, FL 32922

Parcel ID: 24-36-32-27-*-3

Respondent,
_____/

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on September 19, 2019 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact, Conclusions of Law and Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds: That a code enforcement officer of the City of Cocoa determined the Subject Property was in violation of: V.Business Tax Receipt Ch 12 Sec. 12-1 (a)(b), XXIII.Permit Required (fences) App A Art. XIII Sec 5 (c) and XXII.Permit Required App A Art. XV Sec 2 (a), of the City Code, and issued a Notice of Violation to Respondent giving a reasonable time to correct the violation(s).

1. That Respondent failed to correct such violation(s) within the reasonable time period provided in the Notice of Violation. Pursuant to section 162.06, Florida Statutes, this hearing was scheduled. Proper written notice of this hearing was given to Respondent.

2. That based on the testimony and evidence presented, including Staff's presentation, the Board finds Respondent is in violation of the following: V.Business Tax Receipt Ch 12 Sec. 12-1 (a)(b), XXIII.Permit Required (fences) App A Art. XIII Sec 5 (c) and XXII.Permit Required App A Art. XV Sec 2 (a), of the City Code.

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondent shall be given until November 19, 2019 to correct all violations set forth herein on the property.

2. If Respondent fails to correct all cited violations within the time period set forth herein,the Code Enforcement Officer shall schedule this Case to appear for a compliance hearing before the Code Enforcement Board at a date to be determined, where the sole issue to be considered is whether compliance has been achieved on all violations. Respondent will be given an opportunity to appear and present evidence regarding compliance.

3. Upon a finding by the Code Enforcement Board that the property was not brought into compliance by the date set forth in this Order, a fine in the amount of seventy-five dollars ($75.00) per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to immediately notify the Code Enforcement Officer if the property has been brought into compliance.

4. If the Board finds Respondent failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

Once the violations have been corrected, any of the same violations by Respondent within five years may constitute a repeat violation where the Board may impose a fine of up to $500.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

DONE AND ORDERED THIS 19 DAY OF September, 2019.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

Jim Gifford, Chairman

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondent(s) at Barfield Contracting & Associates Inc, whose mailing address is 223 Willard St Cocoa FL 32922 this 19 day of September, 2019 via __hand delivery/__certified mail/✓U.S. mail/__posting (mark all that apply).

Darla D. Crowl
Secretary, Code Enforcement Board

Notary Public State of Florida
Darla D Crowl
My Commission GG 266694
Expires 11/11/2022

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 19-495
1/16/2020

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

Barfield Contracting & Associates Inc
Owners of the Property located at:
2424473 & 2424472
Cocoa FL 32922

Parcel ID: 24-36-32-27-*-5 & 24-36-32-27-*-3

Respondent,
_____/

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 1/16/2020 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 11/19/2019

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of $75.00 per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 16th , day of January, 2020

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

Jim Gifford, Chairman

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 16 day of January 2020, by Jim Gifford, Chairman of the City of Cocoa Code Enforcement Board.

Darla D. Crowl
Notary Public Signature

Notary Public State of Florida
Darla D Crowl
My Commission GG 266694
Expires 11/11/2022

Legislation Details (With Text)

File #:	23-70	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	1/24/2023			**In control:**	City Council
On agenda:	2/14/2023			**Final action:**	
Title:	Approve the current Code Enforcement Lien for the property located at 327 Belmont, be reduced to $960.55 as recommended by the Code Enforcement Board. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	LR Application.pdf BCPAO Property Details.pdf Staff Report for Lien Reduction-327 Belmont.docx Cost Affidavit Form -327belmont.pdf NOV_06 Oct 22.pdf Finding of Fact CE-08-0436.pdf Order Imposing CE-08-0436.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 24, 2023
Agenda Date: February 14, 2023
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier IV, (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the property located at 327 Belmont, be reduced to $960.55 as recommended by the Code Enforcement Board.

BACKGROUND:

CASE # 08-0436

The Code Enforcement Board held a public hearing on **9/18/2008**, at which time the Board found the owner, **McCormick, Hazel G** in violation of the following:

- Protective Treatment, Sec. 6-1003 (b)

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective **11/20/2008.** The lien ran at **$100.00** per day from **9/19/2008** until compliance was achieved

on **4/6/2009**. Code records show onsite inspections were conducted by Officer Murdick and Gonzalez, and I. The case was closed leaving a fine of $16,730.00.The current owner, **McCormick, Hazel G** , is requesting that the lien be reduced to **$500 or Staff's Hard Costs**

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No, owner is deceased**
- The number of violations related to the subject lien; **One**
- Number of Inspections performed: **9**
- Property Taxes: **Taxes paid through 2022**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **1/17/2023 and was incompliance before Code Board Hearing. An inspection will occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$124,990** according the Brevard County Property Appraiser as a vacant residential lot.

Staff submits their cost sheet and the in the total amount of **$960.55**

Staff's recommendation is that the fine/lien be reduced to **$960.55** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Per the City Code, this is only a recommendation to the City Council. If the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one-year period of time

STRATEGIC PLAN CONNECTION:

None.

BUDGETARY IMPACT:

Crime, Image and Community Development

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting January 19, 2023, recommended that the lien be reduced to $960.55

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the property located at 327 Belmont, be reduced to $960.55 as recommended by the Code Enforcement Board.

Application # CE - 08 - 00436

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received
327 Belmont

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** September 23, 2022

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): Easler Law PLLC

Name: Jennifer Altreche, Esq.

Mailing Address: 508 N. Harbor City Blvd.

City: Melbourne State: FL Zip Code: 32935

Phone #: 321-206-3603 Fax #:

Mobile #: E-mail: Jennifer@easlerlaw.com

3. **Property Owner Information:** ** Check here if same as Applicant →* ☐
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable):

Name: William M. McCormick

Mailing Address: 1911 Miller St.

City: Clovis State: NM Zip Code: 88101

Phone #: 575-219-9457 Fax #:

Mobile #: E-mail:

4. **Information for property on which lien occurs:**

Street Address and Location: 327 Belmont Dr. Cocoa, FL 32922

Parcel ID:

2 4 - 3 6 - 1 7 - 5 3 - 0 0 0 1 3 □ 0 -

0 0 0 7 □ 0 0

Tax Account Number:

2 4 1 3 9 2 5

Existing Use(s) on Property: Single Family Residency

Proposed Use(s) on Property: Low Density Residential

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies?

Rental- No

Nature of Violation(s): Protective Treatment

Date Fine or Lien Imposed: 9/18/2008 Amount of Fine: $100.00 per day

Have the violation(s) on the subject property been corrected: Yes / No (Circle one) **YES**

Date upon which the subject property was brought into compliance: 2009

5. **Please provide the following information:**

Code enforcement case number: 08-00000436

Were you the property owner at the time the lien was imposed? Yes / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____ **NO**

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____ **NO**

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / No (Circle one) **NO**

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / No (Circle one) **NO**

The factual basis upon which the application for reduction of the lien should be granted:

Mr. McCormick inherited the property from his mother's estate, Mr. McCormick's brother currently is living on the property and has lived on the property for several years. Mr. McCormick was not aware there was a lien on the property until the probate proceedings began.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

At the time the order was entered Mr. McCormick was not the legal owner of the property and was not notified of the code violation or hearing.

Amount you are requesting that the lien be reduced to: **City of Cocoa's hard costs (Approx. $500.00)**
Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

Mr. McCormick was notified by his brother (current tenant) that the City of Cocoa required part of the building be painted. Mr. McCormick paid and arranged the painting of the house for compliance.

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

No

6. **Please submit the following items in order complete the application:**

   a. ☐ **Notarized application.**

   b. ☐ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. **Signatures and Notarization.**

STATE OF FLORIDA COUNTY OF BREVARD. I, Jennifer Altreche. being first duly sworn, depose and say that:

☐ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☒ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

Jennifer Altreche
(APPLICANT SIGNATURE)

James White
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

James Timothy White
Comm.: HH 123869
My Commission Expires:
April 28, 2025

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 23RD day of SEPTEMBER, 20 22

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

3. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.

4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.

6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:

   a. The witness has personal knowledge of the fact in which the witness will testify; and/or

   b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:

      1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:

         - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.

         - The opinions and inferences do not require any special knowledge, skill experience or training.

      2. Expert witness. Testimony of an expert witness is qualified only if:

         - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.

         - The witness is adequately qualified to express an opinion on the matter.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

(b) ***Application.*** The application shall be executed under oath and sworn to in the presence of a notary public.

(c) ***Reimbursement to city for recording costs at time of application.*** The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.

(d) ***Processing of application by Code Enforcement Manager or Chief of Police.*** Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.

(e) ***Code enforcement board hearing.*** At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

(1) The gravity of the violation;

(2) The time in which it took the violator to come into compliance;

(3) The accrued amount of the code enforcement fine or lien;

(4) Any previous or subsequent code violations;

(5) Any financial hardship; and

(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

(f) ***Presentation to city council.*** After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.

City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.

(g) ***Compliance with city council conditions.*** The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.

(h) ***Effect of denial on application for subsequent lien reduction or forgiveness.*** If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700
https://www.bcpao.us

PROPERTY DETAILS

Account	2413925
Owners	MC CORMICK, HAZEL G LIFE ESTATE; MC CORMICK, J S LIFE EST ET AL
Mailing Address	1911 MILLER ST CLOVIS NM 88101
Site Address	327 BELMONT DR COCOA FL 32922
Parcel ID	24-36-17-53-13-7
Property Use	0110 - SINGLE FAMILY RESIDENCE
Exemptions	NONE
Taxing District	23D0 - COCOA
Total Acres	0.38
Subdivision	CARLETON TERRACE, AMENDED PLAT OF
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0003/0061
Land Description	CARLETON TERRACE, AMENDED PLAT OF LOTS 8,9 & W 30 FT OF LOT 7 BLK 13



VALUE SUMMARY

Category	2022	2021	2020
Market Value	$124,990	$94,570	$94,260
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$104,020	$94,570	$94,260
Assessed Value School	$124,990	$94,570	$94,260
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$104,020	$94,570	$94,260
Taxable Value School	$124,990	$94,570	$94,260

SALES/TRANSFERS

Date	Price	Type	Instrument
01/26/2012	--	QC	6538/2348
01/18/2012	$4,800	QC	6538/2346
11/30/1987	--	QC	2864/0590
02/04/1987	--	QC	2779/0674
06/01/1971	$10,000	--	1182/0863

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials		Details	
Exterior Wall:	CEDAR B & B	Year Built	1946
Frame:	WOOD FRAME	Story Height	8
Roof:	ASPH/ASB SHNGL	Floors	1
Roof Structure:	HIP/GABLE	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	1,116	Garage Detached	540
Open Porch	20	Fireplace	1
Total Base Area	1,116		
Total Sub Area	1,136		

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-08-0436 **Date: 12/28/2022**

William M McCormick

Site Address: 327 Belmont

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$25.16, Coordinator-$26.16, Manager-$38.64, Chief-$59.81 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	8	0.5	$25.16	$100.64
2	Code Manager	1	0.5	$38.64	$19.32
3					
				Total A1	$119.96

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	7	0.5	25.16	$176.12
2	Code Manager	1	0.5	38.64	$38.64
3					
				Total A2	$214.76

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	4	$26.16	$104.64
2	City Attorney	Case Duties	2	$150.00	$300.00
3	Chief	Board Hearings	0	$59.81	$0.00
4					
5					
				Total A3	$404.64

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	325	$0.35	$113.75
2	Large Envelope	40	$0.64	$25.60
3	Standard Envelope	12	$0.10	$1.20
4	Color Photo Prints	35	$0.45	$15.75
5	Standard Mail	7	$0.55	$3.85
6	Certified Mail	4	$5.26	$21.04
7	Recording Fees	4	$10.00	$40.00
8				
9				
			Total B	$221.19

C. Total Amount of Cost (A1+A2+A3+B): $960.55

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 10/6/2022
CASE: 22-0700

To: MC CORMICK, HAZEL G LIFE ESTATE; MCCORMICK, J S LIFE EST ET AL
1911 MILLER ST
CLOVIS NM 88101

Notice of Violation

Address of Violation: 327 BELMONT DR COCOA FL 32922
Parcel Control No.: 24-36-17-53-13-7
Legal Description: CARLETON TERRACE, AMENDED PLAT OF LOTS8,9 & W 30 FT OF LOT 7 BLK 13

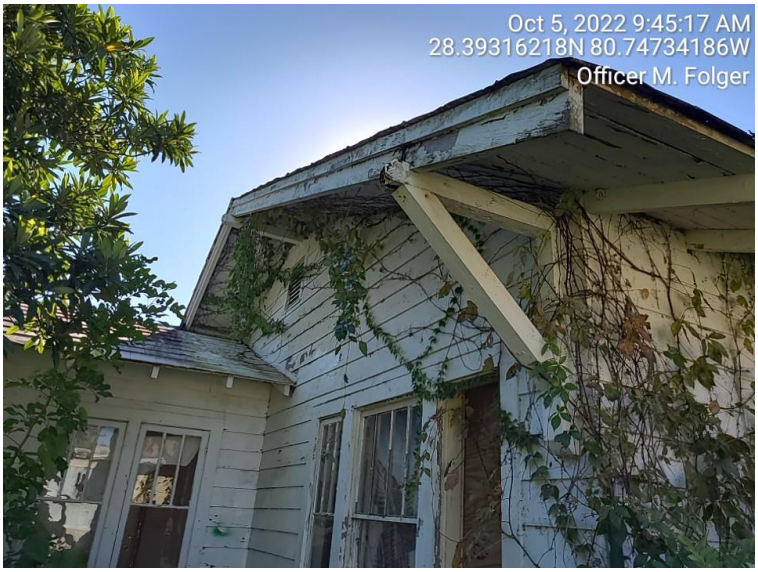
PURSUANT to Section 162.06, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of violation(s) of the City Of Cocoa Code of Ordinances, as more specifically described below. Respondent(s) is/are hereby Notified that corrective action(s) to cure the Violation(s) must be taken. The following must be corrected within 30 days.

City of Cocoa Code Violation(s):

IX.Exterior General Condition Ch 6 Sec. 6-1003 (a)

XXXVI.Weeds, Ch 6 Sec. 6-1001(d)

IV.Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)



Corrective Action*:*

IX-Please keep the exterior of a structure maintained in good repair, structurally sound and sanitary.

IV-Please remove the boards covering any and all egress.

XXXVI-Please Mow, remove, and Maintain all areas of the property.

In the event that the violation is/are not corrected within the time, set forth above a Notice to Appear will be sent scheduling this matter to the City of Cocoa Code Enforcement Board For further action. The Code Enforcement Board may enter an order requiring the Respondent(s) to correct the violation(s) and penalties may be assessed up to $250 per day for first time violations described in this notice until the violation(s) has/have been corrected. If the violation(s) is/are corrected within the time required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection. If the respondent requires additional time, it is the respondent's duty to notify the code enforcement officer to determine reasonable time.

If you have any questions regarding this Notice of Violation or the recommendations contained herein, do not hesitate to contact the below signed Code Enforcement Officer.

Michael Folger

Michael Folger
Code Enforcement Officer
321-474-0809/mfolger@cocoapolice.com
Tuesday- Friday 7am-6pm

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO: 08-00000436
CERTIFIED MAIL: 70081140000317627865

September 19, 2008

Complainant

THE CITY OF COCOA,
A Florida municipal Corporation

Respondent(s)

Hazel G Life Estat Mc Cormick
327 Belmont Drive
Cocoa, FL 32922

VS.

ORDER IMPOSING PENALTY ON FIRST VIOLATION(S)

THIS CAUSE having come on for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on September 18, 2008, to determine whether any violation(s) of the City of Cocoa Code of Ordinances exist(s) or existed on the Property. The Board having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, the following Findings of Fact and Conclusions of Law are incorporated into this Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds:

1. The Respondent(s) was/were provided a Notice of Violation in accordance with Section 6 of the City of Cocoa Code of Ordinances and consistent with Section 162.12, *Florida Statutes,* that a violation or violations of the City of Cocoa Code of Ordinances existed upon the Property and further provided a reasonable time of 30 days to correct said violation(s) at: 327 Belmont Drive, Cocoa, FL. 32926 Parcel Id.24-36-17-53-00013.0-0007.00

2. The Respondent(s) either failed or refused to correct such violation(s) within the reasonable time period provided in the Notice of Violation; that the Respondent(s) was/were provided notice of the hearing before the Code Enforcement Board and was/were not present at this hearing;

3. Respondent(s) has/have violated the City of Cocoa Code of Ordinances, to wit
See Attachment

4. That said violation(s) exist(s), existed, or continue(s) to exist(s) within the City of Cocoa and that such constitute(s) a violation of the City of Cocoa Code of Ordinances.

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS, IT IS HEREBY ORDERED:

1. Respondent(s) is given: 30 days to comply.
upon entry of this Order or upon notification by the Code Enforcement Officer, whichever occurs earlier, to correct any violation(s) of the City Code on the Property; and

2. If Respondent(s) fail(s) to correct the violation(s) within the time period set forth herein, a fine in the amount of $100.00 Dollars ($One Hundred Dollars) (not to exceed Two Hundred Fifty Dollars ($250.00) per day) will be entered following a Non-Compliance Hearing by the Code Enforcement Board, either $100.00 per day, or both until the violation(s) is/are corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent(s) shall be responsible to provide notice of such violation(s) being corrected to the Code Enforcement Officer. Upon such confirmation, the Code Enforcement Officer shall promptly file a Notice of Compliance;

3. If Respondent(s) fail(s) to correct any and all violation(s) on the property within the time period prescribed herein, the Clerk of the Code Enforcement Board shall be directed to record a certified copy of this Order in the public records for Brevard County, Florida, which shall serve as a lien against the Property and any other real or personal property owned by the Respondent(s);

4. Any and all future recurrence(s) of any violation(s) addressed herein after same has/have been corrected shall necessitate further proceedings before the Code Enforcement Board without necessarily providing Respondent(s) an opportunity to correct such violation(s) and that the Code Enforcement Board, upon finding such repeat violation(s) exist(s) shall impose a fine not to exceed Two Hundred Fifty Dollars ($250.00) per day for each repeat violation, beginning on the first day the repeat violation(s) is/are found to exist.

5. Respondent(s) shall also be responsible for costs incurred by the City of Cocoa, consistent with Section 162.09, *Florida Statutes*, and/or for reasonable repairs made to Respondent(s) property by the City of Cocoa or its designee to correct any violation(s) that the Board deems a serious threat to the public health, safety and welfare.

6. The Code Enforcement Board hereby reserves the right to take further necessary action against the Respondent(s) to enforce this Order and correct any violation(s) on the Respondent(s) property, in accordance with Section 162.09, *Florida Statutes*, and City of Cocoa Code, Chapter 6.

DONE AND ORDERED at Cocoa, Florida, this 19th day of September, 2008.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

Chairperson

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO: 08-00000436
CERTIFIED MAIL: 70081140000317567864

November 21, 2008

Complainant	Respondent(s)
THE CITY OF COCOA, A Florida municipal Corporation	Hazel G Life Estat Mc McCormick 327 Belmont Drive Cocoa, FL 32922

VS.

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE came on for public hearing before the board on September 18, 2008, after due notice of Respondent(s), at which time the Board heard testimony under oath, received evidence, and issued its Findings of Fact, conclusions of Law and Order and thereupon issued its oral Order which was reduced to writing and furnished to Respondent(s).
Said Order required Respondent(s) to take certain corrective action by certain time, as more specifically set forth in that Order dated September 18, 2008
Accordingly, it having been brought to the Board's attention on November 20, 2008 , That Respondent(s) have not complied with the Order dated September 18, 2008, it is hereby ORDERED that Respondent(s) pay to the City of Cocoa a fine in the amount of One Hundred Dollars ($100.00) per day , for each and every day the violation(s) exists and continues to exist 327 Belmont Dr, described as: Parcel ID 24-36-17-53-00013.0-0007.00 Violation(s) include Sec. 6-1003 (b) Protective treatment.

After October 20, 2008, which was the day after the date previously set by the Board's Order for compliance, or date of re-occurrence. This order may be recorded in the Public Records of Brevard County, Florida and shall constitute a lien against and upon any real or personal property owned by the Respondent(s) pursuant to Sections 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED this 21st day of November, 2008, at City of Cocoa, Florida.

CODE ENFORCEMENT BOARD OF CITY OF COCOA, BREVARD COUNTY, FLORIDA

Chairman of Board

:FN 2008233508, OR BK 5903 PAGE 939,
:ecorded 12/16/2008 at 09:59 AM, Scott Ellis, Clerk of
:ourts, Brevard County
Pgs:1

Legislation Details (With Text)

File #:	23-90	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	2/2/2023			**In control:**	City Council
On agenda:	2/14/2023			**Final action:**	
Title:	Consider the reappointment of Aldon Bookhardt to the Police Advisory Board through November, 2026. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Police Community Relations Advisory Board Roster.pdf 02_06_2023 Intent to Reapply.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 2, 2023
Agenda Date: February 14, 2023
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the reappointment of Aldon Bookhardt to the Police Advisory Board through November, 2026.

BACKGROUND:

Mr. Bookhardt was appointed to the Police Advisory Board in March, 2019 by Councilmember Koss. Mr. Bookhardt has expressed an interest in serving for four more years, concurrent with Councilmember Koss's term on Council. He currently meets all eligibility requirements for serving on a City board.

A current board roster is attached for Council's review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the reappointment of Aldon Bookhardt to the Police Advisory Board through November, 2026.

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Police Community Relations Advisory Board (Established by Resolution No. 2018-097)	**Meets Every Other Mth @ 6pm**		**Expirations Vary**	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Aldon Bookhardt Appt. by Councilmember Koss (D4) Term: Same as Councilmember who appointed member	3231 Nottingham Lane Cocoa, FL 32926 aldon@bookhardt.net albookhardt@gmail.com	321-338-2047 HM 321-362-5135 WK 321-360-9377 CELL	03/2019	11/2022
Kathy Hamilton-Brown Appt. by Councilman Hearn (D2) Term: Same as Councilmember who appointed member	306 Edinburgh Drive Cocoa, FL 32922 kathyjhamilton@yahoo.com	321-795-7668 cell	01/2021 appointed by Hearn 08/2020 appt by Williams	11/2024
VACANCY-(D1) Appointment ~~Jarvis Wash~~ ~~Appt. by Councilmember Goins (D1)~~ Resigned on 3/09/2022 Term: Same as Councilmember who appointed member	~~909 Bristol Drive~~ ~~Cocoa, FL 32922~~ ~~PastorJarvisWash@gmail.com~~	~~321-821-3055 WK~~ ~~321-795-8419 CELL~~	~~01/2022 appointed by Goins~~ ~~03/2019~~	~~11/2022~~
Marlene Weiss Appt. by Councilman Dyal (D3) Term: Same as Councilmember who appointed member	2415 Tulane Drive Cocoa, FL 32926 naturalhealingmassage@gmail.com	321-298-5831	09/2022 appt.	11/2024
Demetrius Thomas Term: Same as Mayor Blake who appointed member	313 Stone Street Cocoa, FL 32922 dthomas35405@gmail.com	321-262-6467	03/2022 Fulfilled term of T. Findlay-Bell	11/2024
Alton Edmond- Chair Appt. as At Large/Civic Organization position Term: 4 years from date of appt.	630 Brevard Avenue, Ste. B Cocoa, FL 32922 Edmondtriallaw@gmail.com aedmond1989@gmail.com (please send to both)	321-285-9505 WK 863-254-7290 CELL	01/2022 appt to At-large position 03/2019	01/2026
Al Boettjer Coastal FL PBA Rep Term: 4 years from date of appt.	1000 Galleon St.. Cocoa, FL 32927 alcoastalpba@aol.com	321-636-5612 HM 321-504-0820 WK 321-412-3542 CELL	03/2019	03/2023
LIAISON	Councilman Goins	474-4923	Updated 06/2022	

Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	407-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY			Updated 11/18/20	

In response to inquiry by the Office of the City Clerk, I, Aldon Bookhardt

✓ seek reappointment

_____ do not seek reappointment

as a member of the Police Advisory Board for the City of Cocoa for a four-year term.

Sincerely,

Aldon Bookhardt

Additional Comments:

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

RECEIVED
Office of the City Clerk
FEB 06 2023
Time: 10:30am

Legislation Details (With Text)

File #:	23-93	**Version:** 1	**Name:**		
Type:	Appointment		**Status:**	Council Busines	
File created:	2/6/2023		**In control:**	City Council	
On agenda:	2/14/2023		**Final action:**		
Title:	Consider the appointment of Barbie Thrower to the Police Advisory Board through November, 2026. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PAB Roster.pdf 07_27_2022 Application.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 6, 2023
Agenda Date: February 14, 2023
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the appointment of Barbie Thrower to the Police Advisory Board through November, 2026.

BACKGROUND:

Ms. Barbie Thrower is the CEO of Space Coast Recovery, Inc., a Florida Not for Profit Corporation, who has been nominated by Councilmember Goins to fill the vacancy for the District 1 seat on the Police Advisory Board.

The Corporation's principal place of business, according to Sunbiz, is 1215 Lake Drive, Cocoa, Florida, which is not within the municipal limits of the City of Cocoa, however the Corporation owns 1138 Peachtree Street which is within the City of Cocoa, and that property allegedly is used as a recovery residence serving the non-profit purposes of the Corporation.

Generally, under Section 2-58 of the City Code, appointees to a City board made by the City Council must be (1) a registered voter in County elections and (2) either be a resident of the City of Cocoa or a property owner. The terms resident and owner of real property are defined terms under Section 2-58. The term "owner of real property" shall mean *any person* having (a) a fee simple ownership interest in real property located in the city or (b) an equitable or legal interest in a corporation, partnership, trust or other legal entity which has a fee simple ownership interest in real property located in the city at all times while serving on said board or committee, and at least six (6) months prior to being nominated, elected or appointed to the board or committee.

Upon further research by the City Attorney, it was concluded that a CEO and/or directors of not-for-profit corporations do not have legal or equitable interest in the not-for-profit corporations because they have no proprietary interest in the corporation, have no ownership interest in the corporation's assets, have no right to a distribution of profits, and are not entitled to the corporation's profits upon dissolution. With that said, the Police Advisory Board was established by Resolution No. 2018-097 and consists of seven (7) members appointed by the City Council. It was initially established as an ad hoc committee under section 2-58(n) because the Council determined, based on research and study of the uniqueness of police advisory boards and their involvement with sensitive issues affecting the relationship of the community with local law enforcement, that the PAB should be composed not only of qualified candidates meeting the general board eligibility requirements of Section 2-58, **but additional consideration for appointment should also be given to any "head of any religious establishment, faith based organization, or non-profit civic based organization that has a substantial operation within the City ("Civic Organization").**

The Corporation appears to be a civic organization contemplated by the Resolution and Ms. Thrower, as the CEO, appears to be the executive head of the corporation. However, it is questionable whether the Corporation currently has a "substantial operation within the City" as required under the Resolution. As noted above, the Corporation's current headquarters is not located within the City of Cocoa. Further, while the Corporation owns three properties, only one of the properties is located within the City of Cocoa and said property is allegedly being used a recovery residence to serve people suffering from addiction. Whether the Corporation current has a "substantial operation within the City" is debatable and will need to be determined by the City Council in light of the unique and sensitive nature of the work that is performed by the PAB.

In addition, the Resolution provides that the provisions of Section 2-58 apply to the extent not in conflict. As such, please note that Section 2-58(d) provides that the maximum number of persons not satisfying both the residency and registered voter requirements of section 2-58 shall be limited to a number equal to thirty-three percent (33%) of the total number of voting board or committee members allowed to be appointed or elected to that particular board or committee. Therefore, the maximum number of non-resident/registered voter members of the PAB cannot exceed 2 members. At this time, the Board only has one member who is not a Cocoa resident.

A Board roster is attached for Council's review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the appointment of Barbie Thrower to the Police Advisory Board through November, 2026.

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Police Community Relations Advisory Board (Established by Resolution No. 2018-097)	**Meets Every Other Mth @ 6pm**		**Expirations Vary**	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Aldon Bookhardt Appt. by Councilmember Koss (D4) Term: Same as Councilmember who appointed member	3231 Nottingham Lane Cocoa, FL 32926 aldon@bookhardt.net albookhardt@gmail.com	321-338-2047 HM 321-362-5135 WK 321-360-9377 CELL	03/2019	11/2022
Kathy Hamilton-Brown Appt. by Councilman Hearn (D2) Term: Same as Councilmember who appointed member	306 Edinburgh Drive Cocoa, FL 32922 kathyjhamilton@yahoo.com	321-795-7668 cell	01/2021 appointed by Hearn 08/2020 appt by Williams	11/2024
VACANCY-(D1) Appointment ~~Jarvis Wash~~ ~~Appt. by Councilmember Goins (D1)~~ Resigned on 3/09/2022 Term: Same as Councilmember who appointed member	~~909 Bristol Drive~~ ~~Cocoa, FL 32922~~ ~~PastorJarvisWash@gmail.com~~	~~321-821-3055 WK~~ ~~321-795-8419 CELL~~	~~01/2022 appointed by Goins~~ ~~03/2019~~	~~11/2022~~
Marlene Weiss Appt. by Councilman Dyal (D3) Term: Same as Councilmember who appointed member	2415 Tulane Drive Cocoa, FL 32926 naturalhealingmassage@gmail.com	321-298-5831	09/2022 appt.	11/2024
Demetrius Thomas Term: Same as Mayor Blake who appointed member	313 Stone Street Cocoa, FL 32922 dthomas35405@gmail.com	321-262-6467	03/2022 Fulfilled term of T. Findlay-Bell	11/2024
Alton Edmond- Chair Appt. as At Large/Civic Organization position Term: 4 years from date of appt.	630 Brevard Avenue, Ste. B Cocoa, FL 32922 Edmondtriallaw@gmail.com aedmond1989@gmail.com (please send to both)	321-285-9505 WK 863-254-7290 CELL	01/2022 appt to At-large position 03/2019	01/2026
Al Boettjer Coastal FL PBA Rep Term: 4 years from date of appt.	1000 Galleon St.. Cocoa, FL 32927 alcoastalpba@aol.com	321-636-5612 HM 321-504-0820 WK 321-412-3542 CELL	03/2019	03/2023
LIAISON	Councilman Goins	474-4923	Updated 06/2022	

Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	407-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY			Updated 11/18/20	

Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, July 27, 2022 11:39 AM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Barbie
Last Name	Thrower
Application Date	7/27/2022
Address1	1215 Lake Drive
City	Cocoa
State	FL
Zip	32922
District	District 2
Home Phone Number	3212105083
Work Phone Number	3216325958
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	Space Coast Recovery, Inc.
Title/Position Held	Executive Director/President

Date of Birth*	
E-mail Address	barbie@spacecoastrecovery.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Police Community Relations Advisory Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I have been the Director/President of Space Coast Recovery, Inc. (formerly known as Community Treatment Center) located at 1215 Lake Drive, Cocoa, FL 32922 for 9 years. I have a major interest in the City of Cocoa because SCR is the leading drug and alcohol addiction treatment organization in this city since 1969. I would be an asset to any board in assisting with solutions to the problems the City of Cocoa is facing.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Female

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Barbie Thrower
Date:	7/27/2022
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

Legislation Details (With Text)

File #:	23-68	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	City Business
File created:	1/23/2023			**In control:**	City Council
On agenda:	2/14/2023			**Final action:**	
Title:	Approve to terminate the Memorandum of Understanding (MOU) for the Intergovernmental Radio Communication Program 800 MHz Advisory Committee entered into on April 10th, 2018. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CONSENT TO TERMINATE MOU for Intergovernmental Radio Communication Program 800 MHz 12.50-Advisory Group TerminationLetter.pdf March22-2022_12.50MOUTermination.pdf 12_06_2022_ Memo in ref_ to Intergovernmental Radio System...pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 23, 2023
Agenda Date: February 14, 2023
Prepared By: Jonathan D. Lamm, Fire Chief
Through: Stockton Whitten, City Manager
Requested Action:
Approve to terminate the Memorandum of Understanding (MOU) for the Intergovernmental Radio Communication Program 800 MHz Advisory Committee entered into on April 10th, 2018.

BACKGROUND:

According to Section 318.21(9) F.S., Counties participating in an intergovernmental radio communication program (IRCP), approved by the Division of Communications of the Department of Management Services (DIVCOM), must use $12.50 from each moving traffic violation to fund the intergovernmental radio system. The Brevard County IRCP was approved by the DIVCOM on January 11, 1994. In 2007 the County signed an MOU with all the municipalities and the Sheriff of Brevard to establish an advisory committee for all the parties to make recommendations as to how to expend those funds for the radio system improvements. The current MOU is the continuity of a previous MOU.

As a necessity during the COVID-19 pandemic, we shifted the discussion of radio system improvements from advisory committee meetings to the monthly Public Safety Answering Points (PSAP) meetings as it encompassed the same parties.

Recognizing that our radio system coordination mechanisms have evolved and, in an effort, to more efficiently maximize the resources of all parties, the Board of County Commissioners

authorized the termination of the IRCP 800 MHz Advisory Committee. This action solidifies the monthly Public Safety Answering Points (PSAP) and bi-annual Radio Users meetings as the permanent home for the coordination of radio system improvements.

In order to complete this process, per the Memorandum of Understanding for the IRCP 800 MHz Advisory Committee, I would request the City Council Approve termination of the MOU and allow it to continue through the Radio Users meeting as described above.

STRATEGIC PLAN CONNECTION:

Public Safety - Reducing and eliminating the City's exposure to hazard impacts through effective planning, targeted funding, and hazard mitigation helps to reduce the loss of life, human suffering, and property damage

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

Previous MOU approved by City Council on April 10th, 2018

RECOMMENDED MOTION:

Approve to terminate the Memorandum of Understanding (MOU) for the Intergovernmental Radio Communication Program 800 MHz Advisory Committee entered into on April 10th, 2018.

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CONSENT TO TERMINATE MEMORANDUM OF UNDERSTANDING

INTERGOVERNMENTAL RADIO COMMUNICATION PROGRAM

800 MHz ADVISORY COMMITTEE

Pursuant to Section 5(a) of the MEMORANDUM OF UNDERSTANDING FOR THE INTERGOVERNMENTAL RADIO COMMUNICATION PROGRAM 800 MHz ADVISORY COMMITTEE entered into on April 10, 2018 (hereinafter also referred to as "Agreement"), the CITY OF COCOA hereby consents to terminate the Memorandum of Understanding, effective upon BREVARD COUNTY receiving written confirmation from all parties to the Agreement.

By my signature below I certify that I have the authority on behalf of the CITY OF COCOA to terminate the MEMORANDUM OF UNDERSTANDING FOR THE INTERGOVERNMENTAL RADIO COMMUNICATION PROGRAM 800 MHz ADVISORY COMMITTEE entered into on April 10, 2018.

CITY OF COCOA

_____

Michael Blake

Mayor, City of Cocoa

DATE:

Emergency Management
1746 Cedar Street
Rockledge, Florida 32955

BOARD OF COUNTY COMMISSIONERS

To: SHERIFF OF BREVARD COUNTY, the CITY OF CAPE CANAVERAL, the CITY OF COCOA, the CITY OF COCOA BEACH, the TOWN OF GRANT/VALKARIA, the TOWN OF INDIALANTIC, the CITY OF INDIAN HARBOUR BEACH, the TOWN OF MALABAR, the CITY OF MELBOURNE, the TOWN OF MELBOURNE BEACH, the TOWN OF MELBOURNE VILLAGE, the CITY OF PALM BAY, the TOWN OF PALM SHORES, the CITY OF ROCKLEDGE, the CITY OF SATELLITE BEACH, the CITY OF TITUSVILLE, and the CITY OF WEST MELBOURE

From: John Scott, Emergency Management Director

Subject: Intergovernmental Radio Communication Program 800MHz Advisory Committee Termination Letter

Date: August 4, 2022

According to Section 318.21(9) F.S., Counties participating in an intergovernmental radio communication program (IRCP), approved by the Division of Communications of the Department of Management Services (DIVCOM), must use $12.50 from each moving traffic violation to fund the intergovernmental radio system. The Brevard County IRCP was approved by the DIVCOM on January 11, 1994. In 2007 the County signed an MOU with all the municipalities and the Sheriff of Brevard to establish an advisory committee for all the parties to make recommendations as to how to expend those funds for the radio system improvements. The current MOU is the continuity of a previous MOU.

As a necessity during the COVID-19 pandemic, we shifted the discussion of radio system improvements from advisory committee meetings to the monthly Public Safety Answering Points (PSAP) meetings as it encompassed the same parties.

Recognizing that our radio system coordination mechanisms have evolved and, in an effort, to more efficiently maximize the resources of all parties, the Board of County Commissioners authorized the termination of the IRCP 800 MHz Advisory Committee. This action solidifies the monthly Public Safety Answering Points (PSAP) and bi-annual Radio Users meetings as the permanent home for the coordination of radio system improvements.

In order to complete this process, per the Memorandum of Understanding for the IRCP 800 MHz Advisory Committee, we request that you sign the attached termination letter and return it to Emergency Management.

We remain committed to improving the radio system through close partnership and collaboration with all the participating agencies and thank you for your continued support

Should you have any questions, please feel free to contact John Scott at 321-403-1124.

Attachments: Termination Letter, Clerk's memorandum from March 23, 2022

BREVARD County
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

March 23, 2022

MEMORANDUM

TO: Commissioner John Tobia, District 3

RE: Item J.4. Advisory Board Termination - Intergovernmental Radio Communication Program (IRCP) 800 MHz Advisory Committee

The Board of County Commissioners, in regular session on March 22, 2022, authorized and directed staff to contact all necessary parties and request the termination of the Memorandum of Understanding (MOU) for the IRCP 800 MHz Advisory Committee.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

for: Kimberly Powell, Clerk to the Board

/ds

cc: County Attorney
Public Safety Office
Emergency Management
Central Services

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

Rita Pritchett Chair, District 1	Tom Goodson Commissioner, District 2	John Tobia Commissioner, District 3
Rob Feltner Commissioner, District 4	Kristine Zonka Vice-Chair, District 5	

December 6, 2022

The Honorable Michael Blake
65 Stone St.
Cocoa, FL 32922

Dear Mayor Blake,

In March 2022, the Brevard County Board of County Commissioners unanimously voted to dissolve the Intergovernmental Radio System Advisory Committee (IRSAC). The committee was created to organize and monitor the upgrade of the County's intergovernmental radio system from four towers to nine. At the time of its inception, the Committee was deemed essential, however, the project was completed in 2019, and the board is no longer necessary.

The Memorandum of Understanding in which this board was formed requires the approval from sixteen municipalities, along with the Sheriff, for termination. At this time, the County has received approval from all entities except the City of Cocoa and the City of Melbourne. Your staff has expressed concern over maintaining a voice relating to the radio system's operations and funding. The termination of this board will not affect this, as these tasks will still be accomplished at the monthly Public Safety Answering Points meetings. The County has always maintained an open dialogue with the cities and welcomes their input. However, to show the County's commitment to keeping this open communication, language will be added as part of the updated Radio User Agreement early next year to address these concerns.

Therefore, the Brevard County Board of County Commissioners hereby requests approval from the City of Cocoa to dissolve the IRSAC at your earliest convenience. We await your response. Please assist us in decreasing the size of government.

Sincerely,

Rita Pritchett, Chair
As ratified by the Brevard County Board of County Commissioners

RECEIVED
Office of the City Clerk
DEC 13 2022
Time:

CC:

Honorable Alex Goins

Honorable Lavander Hearn

Honorable Rip Dyal

Honorable Lorraine Koss

Mr. Stockton Whitten

/bcb